

October 9, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVE CONTRACTS FOR OPERATION READ PROGRAM
LITERACY TUTORING SERVICES TO MINORS
THROUGH THE LOS ANGELES COUNTY PROBATION DEPARTMENT**

(3 VOTES, 1, 2, 3, 4)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached contracts to coordinate and provide literacy tutorial and related services to at-risk youth in four targeted areas within Los Angeles County in the amount of \$146,000 each, for a total of \$584,000, with Chinatown Service Center, Helpline Youth Counseling, Inc., New Directions for Youth, and People Who Care to commence following Board approval through June 30, 2004 with one 12-month option to extend.
2. Instruct the Chair, Board of Supervisors, to sign the attached contracts.
3. Delegate authority to the Chief Probation Officer to approve the addition or replacement of any agency subcontracting with the four contracted agencies above.
4. Delegate authority to the Chief Probation Officer to execute modifications to the contract to extend the term for a 12-month period, in an amount not to exceed \$146,000 each, contingent on continued funding and approval as to form by County Counsel.

The Honorable Board of Supervisors
October 9, 2003
Page 2

5. Delegate authority to the Chief Probation Officer to execute individual contract modifications not exceeding ten percent (10%) of the contract amount and/or one hundred eighty (180) days to the period of performance pursuant to the terms contained in the contracts, upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS:

On November 16, 1999, your Board approved the Long-Term Self-Sufficiency (LTFSS) Plan which included forty-six (46) projects to assist CalWORKS participants and, in some instances, low-income families not receiving CalWORKS to achieve long-term self-sufficiency. The Probation Department was the lead agency for Operation READ, Project #25 and, in conjunction with the Department of Public Social Services, was instructed to return to your Board for approval of an implementation plan for the projects involving CalWORKS Performance Incentives funding. On March 7, 2000, your Board approved the LTFSS implementation plans for Operation READ, Project #25. Subsequently, on July 25, 2000, your Board approved ten lead community based organizations (CBOs) to coordinate and provide literacy tutorial and related services to targeted at-risk youth at Literacy Tutoring Centers (LTCs) in targeted areas within Los Angeles County. Unfortunately, as a result of budget curtailments, the LTFSS program and funding ended on June 30, 2003 resulting in the termination of all of the contracts.

On June 23, 2003, your Board approved a motion to fund the Operation READ Program for FY 2003/2004 with County general funds. The Department set goals relative to the program as follows: 1) have at least 500 participants in the Operation READ Program by December 2003, 2) 70% of participants to complete forty hours of instruction, and 3) 60% of participants to improve their reading level by at least one grade level. Due to the delay in the contracting process, the Department will be pursuing an extension to reach the aforementioned goals to March 31, 2004. To begin the services immediately and ensure that these goals are met, we are proposing that the attached contracts be awarded on a sole source basis to contractors who have held Operation READ contracts in the past and have demonstrated they can provide the required services upon contract award.

The Honorable Board of Supervisors
October 9, 2003
Page 3

The purpose of the recommended actions is to obtain Board approval of four contracts to provide the literacy and related services in four targeted areas to at-risk youth.

Implementation of Strategic Plan Goals

The recommended Board action is consistent with the Countywide Strategic Plan Service Excellence Goal #1 and Children and Families' Well-Being Goal #5. Implementation of the recommendations will enable the Department to continue providing literacy services to youth that will encourage them to make positive changes and take steps towards personal development.

FINANCIAL IMPACT/FINANCING:

The estimated cost for these contracts is \$146,000 for each contract, for a total of \$584,000. These funds are included in the FY 2003-2004 Probation Department's Budget. No additional net County cost is required to fund the recommended contracts. The contracts include provisions of non-appropriation of funds and budget reductions. Subsequent contract extensions will be in an amount not to exceed \$146,000 and subject to continued funding.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The scope of work for the contracted services is to provide and coordinate the following services: 1) a Literacy Tutoring Center (LTC), 2) provide services at alternative sites such as housing authorities, designated schools, and parks with an assigned Deputy Probation Officer, 3) tutor one-on-one or in a group of up to ten youth for a minimum of five hours per week and up to 80 hours per child, 4) provide daily required services as specified in the contract, and 5) and provide services Monday through Friday, after school, or on weekends. The targeted at-risk youth must read at least two grade levels below standard for their age (10-17.5 years), and priority will be given to the older youth who are functioning below the fourth grade level.

The Honorable Board of Supervisors
October 9, 2003
Page 4

The proposed contracts are in compliance with all Board, Chief Administrative Office, and County Counsel requirements. County Counsel has approved the contracts as to form.

In accordance with the Department of Human Resources memorandum dated November 16, 1995, these contracts have been reviewed concerning the provisions for hiring displaced County employees. The Contractors agree to give first consideration to hire permanent County employees targeted for layoff, or qualified former County employees who are on a re-employment list after the effective date of the contracts and during the life of the contracts.

The contractors agree to comply with the Chief Administrative Office memorandum dated October 6, 1997, which states the agencies will comply with the provisions for hiring participants in the GAIN/GROW program.

In accordance with the Auditor-Controller memorandum dated March 2, 2000, the contracts contain County requirements regarding contractor non-responsibility and debarment.

The contracts are Non-Prop A. Consequently, there are no departmental employee relations issues and the contracts will not result in a reduction of County services. Additionally, the Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended contracts.

Probation will not require the contractors to perform services that exceed the Board-approved contract amount, scope of work, and/or contract dates.

The contracts include the County requirements regarding the Board adopted Employee Jury Service Program that outlines the provision of paid jury service time for contractor's employees.

The contractors have been instructed to register on the WebVen in accordance with the Chief Administrative Office memorandum dated July 19, 2002.

The Honorable Board of Supervisors
October 9, 2003
Page 5

CONTRACTING PROCESS

On July 25, 2000, as a result of a competitive solicitation, your Board approved contracting with ten agencies to provide literacy services under the Operation READ program. However, due to budget curtailments, these contracts were not renewed and expired on June 30, 2003. On June 23, 2003, your Board restored funding for the Operation READ Program utilizing County general funds and set goals that the program much achieve for consideration of continued funding. To begin services immediately and ensure that the set goals are met, we are proposing that the attached contracts be awarded on a sole source basis to contractors who have held Operation READ contracts in the past and have demonstrated they can provide the required services upon contract award. The following CBOs have the resources immediately available to provide the required services, and are willing and able to provide the services within the time designated for this project. The proposed agencies are as follows: Chinatown Service Center – 1st Supervisorial District, People Who Care- 2nd Supervisorial District, New Directions for Youth – 3rd Supervisorial District, and Helpline Youth Counseling, Inc. – 4th Supervisorial District. The proposed contracts will be effective following Board approval through June 30, 2004 with one 12-month option to extend. Services for the 5th Supervisorial District will be obtained via a competitive solicitation through the purchase order process.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The services being coordinated and provided through these contracts are intended to promote collaborative crime reduction strategies, assist minors to raise their academic achievement and literacy levels, increase school attendance and participation, reduce arrests, and successfully complete their probation in these targeted areas through the designated Literacy Tutoring Centers, designated schools, housing authorities, and parks with an assigned Deputy Probation Officer.

The Honorable Board of Supervisors
October 9, 2003
Page 6

It is requested that Executive Officer, Board of Supervisors, forward a copy of each of the executed contracts to the Probation Department, 9150 E. Imperial Highway, Downey, CA 90242, Attention: Yolanda Young, Contracts & Grants Management Division.

Respectfully submitted,

Richard Shumsky
Chief Probation Officer

Attachments (4)

C: Chief Administrative Officer
County Counsel

L:\OperationREAD03.04\finaldraft bl rev2.doc

TABLE OF CONTENTS

Page No.

INTRODUCTION	4
PART A. PERFORMANCE WORK STATEMENT INTRODUCTION	5
1.0 General	5
2.0 Specific Tasks/Performance	6
3.0 Personnel.....	9
4.0 Performance Requirement Summary	13
5.0 Quality Control Plan	14
6.0 Quality Assurance (Monitoring).....	15
7.0 Confidentiality	16
8.0 Hours of Service and Recognized Holidays	16
9.0 Government Observations	16
10.0 Definitions	17
11.0 Period of Performance	18
12.0 Contract Fees.....	19
13.0 Reimbursement for Services	19
14.0 Regulations	20
15.0 Notice of Employee Regarding the Federal Earned Income Credit.....	20
16.0 Insurance Requirements.....	20
17.0 Standard Terms and Conditions	20
18.0 Subcontracting	20
19.0 Merger Provision.....	20
20.0 Service Interruption Notification.....	21
21.0 Non-Payment for Services Provided Following Expiration/ Termination of Agreement	21

ATTACHMENTS

ATTACHMENT A	Standard Terms and Conditions.....	26
ATTACHMENT B	Performance Requirements Summary	49
ATTACHMENT B	Performance Requirements Summary Chart.....	52
ATTACHMENT C	Confidentiality of CORI Information.....	55
ATTACHMENT D	Employee Acknowledgment of Employer	56
ATTACHMENT E	Proponent's/Offeror's EEO Certification	57
ATTACHMENT F	Compliance w/Administrative Code Section 2.180.010	58
ATTACHMENT G	Firm/Organization Information Form	59

ATTACHMENT H	Community Business Enterprise (CBE) Program (Minority, Women, Disadvantaged And Disabled Veterans Business Enterprises.....	60
ATTACHMENT I	Certification of Compliance with Los Angeles County Lobbyist Ordinance Chap. 2.160	61
ATTACHMENT J	Principal Owner Information Form.....	62
ATTACHMENT K	Child Support Compliance Program Cert.....	63
ATTACHMENT L	Attestation of Willingness to Consider GAIN Participants.....	64
ATTACHMENT M	Employee Jury Service Program.....	65
ATTACHMENT N	Internal Revenue Service Notice 1015.....	69
ATTACHMENT O	Safely Surrender Baby Law Notice.....	70

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

CONTRACT FOR THE OPERATION READ PROGRAM'S LITERACY TUTORING
CENTER SERVICES TO MINORS THROUGH
THE LOS ANGELES COUNTY PROBATION DEPARTMENT

This contract is made and entered into this _____ day of _____,
2003 by and between:

COUNTY OF LOS ANGELES, a body
Corporate and Politic hereinafter referred to
as "COUNTY"

and

Chinatown Service Center, 767 Hill Street,
Suite 400, Norwalk, CA., 90012, hereinafter
referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, COUNTY desires to contract with a qualified community-based providers who will provide Literacy Tutoring Centers (LTC) and related services to minors ten (10) to seventeen and one-half (17.5) years of age through the Operation READ Program, a community-based component funded and administered by the Los Angeles County Probation Department; and

WHEREAS, COUNTY is authorized under California Government Code Section 26227 and otherwise to expend money from the General Fund of the COUNTY for programs deemed necessary by the Board of Supervisors to meet the social needs of the COUNTY, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education and the needs of the physically, mentally, and financially handicapped persons; and

WHEREAS, CONTRACTOR desires to participate and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide these specialized services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits derived therefrom, the parties as follows:

/

/

INTRODUCTION

This is a contract with the Chinatown Service Center, to provide a Literacy Tutoring Center along with related services to minors ages ten (10) to seventeen and one-half (17.5) years' at-risk youth, or who are served by the Department of Children and Family Services in foster care or in-home placement, and any of whom reside within the 1st Supervisorial District and will be responsible for developing a comprehensive plan to provide and coordinate at a minimum the following services: a LTC where the minor will be tutored one-on-one or in a group of up to ten (10) children for a minimum of five (5) hours per week up to eighty (80) hours per child; and provide "Daily Required Services" and any other such services; and accommodate at least ten (10) minors at one time, Monday through Friday after school, or on the weekends. CONTRACTOR will serve approximately two hundred forty (240) eligible minors for the first contract term who meet the eligibility requirements to participate in the Operation READ Program. The CONTRACTOR will provide a referral process for other service needs which are provided by outside service agencies. CONTRACTOR will provide the required literacy services at the designated LTC Monday through Friday from 3:00 p.m. to 7:00 p.m., for at least three (3) hours on the weekends consecutively, and at designated schools, housing authorities and parks with an assigned Deputy Probation Officer (DPO). CONTRACTOR shall be reimbursed as set forth in part A, section 13.0 of this contract, for paid tutors, supplies, and related services.

The Operation READ program is designed to: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to at-risk minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation.

The Chinatown Service Center is the lead agency for this project and will coordinate the services at the Literacy Tutoring Center and other designated sites

/

/

/

/

/

PART A. PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR will hire paid tutors, who meet the minimum qualifications, must be eighteen (18) years or older, with a high school diploma or General Equivalency Diploma (GED), and have received training in literacy tutoring (either COUNTY sponsored or COUNTY approved).
- 1.1.2 CONTRACTOR shall maintain accurate records regarding the minor's attendance, participation, and academic achievement. These reports will be collected weekly by the COUNTY Project Monitor.
- 1.1.3 CONTRACTOR shall establish a process that will ensure timely submission of each minor's service plan and that will document all related activities and services provided.
- 1.1.4 CONTRACTOR shall provide each minor with tutoring on a one-on-one basis or in a group of up to ten(10) minors for a minimum of five (5) hours per week, up to eighty (80) hours per minor. There are a total of approximately eight thousand four hundred (8,400) tutoring hours for all minors served reimbursable per CONTRACTOR.
- 1.1.5 CONTRACTOR shall conduct an initial assessment to determine reading grade level for those minors without available academic records. For every forty (40) hours of tutoring, the CONTRACTOR will also re-test the minor. The CONTRACTOR's assessment instrument is to be either COUNTY provided or COUNTY approved.
- 1.1.6 CONTRACTOR shall provide by the tenth (10th) working day of the month a narrative report to the COUNTY Project Monitor that describes the activities at the LTC. Those activities would include, but not be limited to, number of eligible minors and tutors involved in daily activities at the center, the number of referrals for other types of services being provided at the center or in collaboration

with other entities. The narrative report shall also include any special incidents, issues to be addressed, noteworthy accomplishments, and any other information that describes the functions of these centers during that month.

2.0 SPECIFIC TASKS/PERFORMANCE OBJECTIVES

To meet the stated outcome goals and objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services:

- The Literacy Tutoring Center (LTC) site;
- The following required daily services: tutoring, homework and literacy assistance at the LTC as well as at designated schools, housing authorities, and parks with an assigned DPO.

Commencing following Board approval, services to be provided shall include, but are not limited to the following:

2.1 Center Requirements:

2.1.1 The Literacy Tutoring Center must be located within, adjacent to, and/or currently serving the following targeted area.

County of Los Angeles 1st Supervisorial District

2.1.2 The physical location of the LTC must accommodate at least ten (10) minors at one time, Monday through Friday after school 3:00 p.m. to 7:00 p.m. or on the weekends for at least three (3) hours consecutively for "Daily Required Services" that will be sufficient to provide each minor with a minimum of five (5) hours per week of literacy tutoring.

2.2 Eligibility Requirements for Services

Minors referred to the Operation READ Literacy Tutoring Centers are screened for eligibility by the Probation Department for minors who are considered at-risk. Eligibility requires that the minor be:

- Reading at least two (2) grade levels below the standard for their age;
- At-risk youth between the ages of ten (10) and seventeen and one half (17.5) years, and

- Priority will be given to older youth who are functioning below fourth (4th) grade level.

2.2.1 Daily Required Services

Minors assigned to the LTC will be required to participate in the following tutoring and literacy services provided by the CONTRACTOR. In order to begin the program, the minor must meet the minimum eligibility requirements. At a minimum, the minor will always need to report to the LTC for one (1) hour per day of "Daily Required Services" on their assigned days, unless otherwise stipulated by the case plan.

2.2.2 Tutoring and Literacy Assistance

Services in this area include educational activities to enhance the participants' ability to succeed academically and to remain in school. Each tutor shall have no more than five (5) minors at a time. Tutors may be assigned to LTC school sites, parks or housing authority sites having DPO supervision. Incentives may be given for grade point improvement and/or other benchmarks of academic success.

Tutoring shall be provided as follows:

- A minimum of one (1) hour per day, or;
- A minimum of five (5) sessions per week, or sufficient to give five (5) hours of instruction per minor;
- CONTRACTOR will maintain sign-in sheets or the equivalent and provide attendance information to the COUNTY Project Monitor;
- English as a second language instruction assistance shall be available when necessary.

2.3 OTHER SERVICE NEEDS

It is highly desired, but not required, that the CONTRACTOR at a minimum develop a referral process for some of the identified "Other Service Needs." The CONTRACTOR may develop a comprehensive plan for the delivery of the "Other Service Needs" by using other agencies, in collaboration with other entities, or by the CONTRACTOR. Any identified "Other Service Needs" must be funded by the CONTRACTOR or by another source of funding. Outside or collaborating entities may consist

of private, non-profit, or local governmental agencies. "Other Service Needs" may include, but are not limited to, the following:

2.3.1 Parents' Reading Skills Development

Services to those parents that are interested in understanding how to read to their child. This may include tutoring the parents' or guardian of the minor.

2.3.2 Education/HIV Prevention Training

Services that help the minor make informed choices regarding sexual activity and learn to take responsibility for their behavior.

2.3.3 Drug and Alcohol Education and Counseling

Services designated to educate and counsel minors as to the consequences of substance abuse and prevent the minor from becoming a substance abuser.

2.3.4 Life Skills Training

Services that help the minor develop the ability to be a self-reliant and self-sufficient adult, focusing on the consequences of inappropriate behavior to foster decision-making responsibilities.

2.3.5 Prevocational/Vocational Training

Services that help the minor to prepare for eventual employment and self-reliance, focusing on giving the minor the tools to make effective choices as to a job-training program, along with the development of a basic knowledge of careers and the job market.

2.3.6 Computer Literacy

CONTRACTOR is encouraged to provide computer resources that will enable the minors to acquire basic computer and software skills.

2.3.7 Homework Assistance

CONTRACTOR may provide homework assistance as a daily after school activity while the minor's school is in session (semester or year around format.)

2.3.8 Transportation Services

CONTRACTOR will coordinate and provide transportation services to minors for off-site special events/activities.

3.0 PERSONNEL

3.1 Key COUNTY Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 19.0.

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.5 COUNTY reserves the right to have Contract Manager interview any or all prospective employees of CONTRACTOR.

3.1.6 COUNTY will provide Program Monitoring. Each CONTRACTOR will be assigned a COUNTY Project Monitor to be liaison between the CONTRACTOR and the COUNTY Probation staffs.

3.2 Key Contractor Personnel

3.2.1 CONTRACTOR Project Directors

The CONTRACTOR'S Ms. Vicky Wong shall be the Project Director for the Chinatown Service Center for the 1st Supervisorial District.

- 3.2.2 The Project Director or an approved alternate shall be assigned locally and be available by telephone between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR's behalf, and shall act as the central point of contact with Probation.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters related to the daily operation of this contract.

- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

- 3.2.5 The Project Director will oversee the contract operations and must have a minimum of two (2) years of demonstrated previous experience within the past five (5) years, in the management and operation of justice related projects or functions of similar scope.

- 3.2.6 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

- 3.2.7 COUNTY shall have the right to review and approve the potential Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other Contractor Obligations

3.3.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

3.3.2 All personnel must be able to read, write, spell, speak and understand English. For some tasks, personnel who can read, write, spell, speak, and understand other languages may be required.

3.3.3 The CONTRACTOR shall insure that by first day of employment, all persons with access to juvenile information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment C)

3.3.4 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.

3.4 Contractor Employee Acceptability

The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 31.0.

3.6 Employee Benefits and Acknowledgment of Employer

CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed at the site by first day of employment (Refer to Attachment D). Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment, with the Los Angeles County,

Department of Human Resources, Worker's Compensation Division, Claims Section, 3333 Wilshire Blvd., Los Angeles, CA 90010. Forward a copy to the COUNTY'S Project Manager, as described on page 18, item 13.3.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

3.7.1 No personnel employed by the CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

3.7.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR's prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR's employee at any time and to bar such employee from working on the contract under appropriate circumstances.

3.7.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any employee.

3.7.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or any pending criminal trial, to the Probation Department.

3.7.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR as referenced in Section 3.7.2 above to recover expense. The current charge is \$32.00 per record check and is subject to change.

3.8 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 19.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.9 Use of Subcontractors

CONTRACTOR is responsible for the performance of any subcontractor. COUNTY must approve all subcontractors, subcontracts and their insurance certificates before any subcontracts can take effect. (Attachment A, Section 13.0).

3.10 Considering of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are on a re-employment list during the life of this contract.

3.11 Consideration of Hiring Participants of the GAIN/GROW Program

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract, Contractor shall give consideration (in conjunction with Section 3.10 above) for any such employment opening to participants of the COUNTY'S Department of Public Social Services, Greater Avenues for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority

3.12 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Charges and Amendments of Terms shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim there fore against the COUNTY.

4.0 **PERFORMANCE REQUIREMENT SUMMARY**

A standard level of performance will be provide required of CONTRACTOR in providing services that will assist the Probation Department in successfully accomplishing outcomes in the areas of: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation. Attachment B summarized the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR's compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in a deduction from CONTRACTOR's monthly payment as determined by COUNTY.

5.0 **QUALITY CONTROL PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

- 5.1 An inspection system covering all the services listed in Attachment B, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual who will perform the inspection.
- 5.2 The methods for identifying and prevention deficiencies in the quality of service performed before level of performance becomes unacceptable.
- 5.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of this contract.
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR's employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for assuring that confidentiality of juvenile records are maintained while in the care of the CONTRACTOR's employees.
- 5.6 The methods for maintaining security of records and prevention of lost or destruction of data.

6.0 QUALITY ASSURANCE (MONITORING)

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

6.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is

issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR's Project Director and the COUNTY Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held weekly in accordance with a mutually agreed upon schedule.

6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be immediately removed and replaced by the CONTRACTOR within twenty-four (24) hours.

The COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.1.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to Attachment A) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

8.0 HOURS OF SERVICE AND RECOGNIZED HOLIDAYS

8.1 Service Hours

At a minimum, the LTC sites are to be open to provide services on a daily basis, Monday through Friday, between the hours of 3:00 p.m. and 7:00 p.m., and for at least three hours on the weekends consecutively. Service hours may include time during or after school day at school sites, housing authorities or parks where there are assigned DPO'S.

8.2 Recognized Holidays

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for 2003/2004 and the succeeding years.

9.0 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, the California Board of Corrections or their representative, the Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by the Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

10.0 DEFINITIONS

10.1 Acceptable Quality Level (AQL)- A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometime happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR's service.

10.2 Administrative Assistant – A COUNTY employee working with the Project Monitor, will be the referring agent for minors participating in Operation READ who are released from the camps or halls and returning to the community and will assist with monitoring the program.

10.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.

- 10.4 Contract Start Date – The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 10.5 CONTRACTOR Project Director - CONTRACTOR's officer or employee responsible for administering the contract after contract award.
- 10.6 COUNTY's Project Manager – The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 10.7 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this Agreement on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event that COUNTY commences legal proceedings for the enforcement of this contract or recovery of the premises used herein, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 10.8 Literacy Tutoring Centers – The contracted sites that are within, adjacent to, and/or currently serving one (1) of the five (5) targeted areas and that are responsible for receiving referrals for the Program and providing the tutoring services to the eligible minor.
- 10.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Refer to Attachment B)
- 10.10 Program Monitor - A COUNTY employee who acts as liaison between the CONTRACTOR and the Probation Department. This person will keep the records for the tutors' hours, tutors' training, minors' hours and minors' progress, receive reports and assist in the assessment of minors.
- 10.11 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR's compliance with the contract.
- 10.12 Quality Control Program – All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements.

10.13 Targeted Areas - Sites/locations determined to have large numbers of the Probation Department's youth. There is one (1) targeted area for each of the five (5) supervisorial districts.

11.0 PERIOD OF PERFORMANCE

Subject to the termination provisions set forth herein, Attachment A (Sections 4.0, 5.0, 6.0, 7.0, and 10.0, and financial limitations imposed by Section 8.0 and 35.0, the term of this contract shall commence following Board approval through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for one (1) additional twelve (12) month period.

The term of the contract may be extended beyond the stated expiration date, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR, by amendment to the contract and not by letter. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis, where applicable, and on a daily basis for periods of time less than a month.

12.0 CONTRACT FEES

The contract maximum for the LTC site in the 1st Supervisorial District is as follows:

One LTC site	\$146,000
--------------	-----------

Where applicable, CONTRACTOR shall make every effort to use other available and appropriate funding resource to enhance the Operation READ Program.

13.0 REIMBURSEMENT FOR SERVICES

13.1 LTC site shall be compensated based on a modified Fee-For-Service basis. An hourly compensation of \$15.00 for each hour of paid literacy instructions provided to an eligible minor as established for each LTC site.

An example of such funding for an LTC site serving two hundred forty (240) minors for approximately forty (40) hours each would be:

240	minors
<u>x40</u>	<u>hours</u>

9,600 total hours of instruction
x \$15 reimbursement per hour
\$ 144,000 amount reimbursable

In addition, LTC site(s) may receive up to two thousand dollars (\$2,000) cost reimbursement for the purchase of supplies and related services (e.g., bus passes, tokens, etc.) to be used in connection with this contract. This sum may also be utilized for tutoring as specified above.

- 13.2 Payment to CONTRACTOR will be made in arrears monthly within thirty (30) days after submission of a monthly invoice form. The hourly compensation rate shall be applied to the number of hours each eligible minor is tutored. CONTRACTOR will be paid the contract fee less any amount deducted for substandard performance as determined by the performance requirements and on approval of the invoices submitted subject to auditory requirements of the COUNTY Auditor-Controller. All billing shall clearly reflect and provide reasonable detail of the services and amount for which claim is made.

Actual monthly payment is based on individual case status at the close of the last day in the month.

- 13.3 All invoices under this contract shall be submitted to the following address:

County of Los Angeles Probation Department
Juanita Stanley, Project Manager
9150 East Imperial Highway, P94
Downey, California 90242

14.0 REGULATIONS

California statutes which pertain to the confidentiality of juvenile and adult records include without limitation Welfare and Institutions Code Section 827 and 828 and Penal Code Sections 1203.5 and 1203.10 and 11140 through 11144 which govern the confidentiality of juvenile records.

15.0 NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Refer to Attachment L).

16.0 INSURANCE REQUIREMENTS

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, 15.0, INSURANCE REQUIREMENTS.

17.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County Service Contracts are attached hereto as Attachment A.

18.0 SUBCONTRACTING

The requirements of this contract may not subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed material breach of this contract.

19.0 MERGER PROVISION

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O according to the order that they appear.

This contract, the attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, between the parties relating to the subject of this contract.

20.0 SERVICE INTERRUPTION NOTIFICATION

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidences to ensure the standard quality of services will continue during this period.

21.0 NON-PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

Violet Varona-Lukens
Executive Officer-Clerk of the

Board of Supervisors

BY _____
Deputy

CHINATOWN SERVICE CENTER

BY _____

Typed or Printed Name

Title

APPROVED AS TO FORM:
LLOYD W. PELLMAN
COUNTY COUNSEL

BY _____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

	Page No.
1.0 ADMINISTRATION	26
2.0 CONTRACTOR's SERVICE	26
3.0 TAX LIABILITY LIMITATION	26
4.0 TERMINATION FOR CONVENIENCE OF COUNTY	26
5.0 TERMINATION FOR DEFAULT OF CONTRACTOR	27
6.0 TERMINATION FOR DEFAULT OF INSOLVENCY	28
7.0 TERMINATION OF IMPROPER CONSIDERATION	29

8.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION	29
9.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM .	29
10.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM	30
11.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO MINOR SUPPORT ENFORCEMENT	30
12.0	INDEPENDENT CONTRACTOR STATUS.....	30
13.0	SUBCONTRACTING	31
14.0	INDEMNIFICATION	31
15.0	INSURANCE	31
16.0	COVENANT AGAINST CONTINGENT FEES	34
17.0	GOVERNING LAWS.....	34
18.0	COMPLIANCE WITH LAWS.....	35
19.0	CHANGES AND AMENDMENTS OF TERMS	36
20.0	ASSIGNMENT	36
21.0	RECORD RETENTION AND INSPECTION	36
22.0	AUDIT SETTLEMENT.....	37
23.0	DISCLOSURE OF INFORMATION	37
24.0	NOTICE OF DELAYS	37
25.0	VALIDITY	38
26.0	WAIVER	38
27.0	NOTICES	38
28.0	IMMIGRATION REFORM AND CONTROL ACT OF 1986 ..	39
29.0	ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS	39
30.0	NONDISCRIMINATION IN EMPLOYMENT.....	39
31.0	CONFLICT OF INTEREST.....	40
32.0	COMPLETION OF CONTRACT	40
33.0	COUNTY LOBBYIST ORDINANCE.....	41
34.0	CONFIDENTIALITY	41
35.0	BUDGET REDUCTIONS.	42
36.0	AUTHORIZATION WARRANTY.....	42
37.0	AUDITS	42
38.0	ACCOUNTING	42
39.0	RETURN OF UNEXPENDED FUNDS	42
40.0	NEPOTISM.....	42
41.0	COUNTY COMMUNITY STANDARDS.....	43
42.0	PERMITS AND LICENSES.....	43
43.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	43
44.0	RECYCLED PAPER	43

45.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	43
46.0	CONTRACTOR DEBARMENT	45
47.0	COMPLIANCE WITH JURY SERVICE PROGRAM	46
48.0	NOTICE TO EMPLOYEE’S REGARDING THE SAFELY SURRENDER BABY LAW.....	47
49.0	CONTRACTOR’S ACKNOWLEDGMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDER BABY LAW	47

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A “Performance Work Statement”.

2.0 CONTRACTOR’S SERVICE

CONTRACTOR shall provide services for the Los Angeles County Probation Department in the County of Los Angeles 1st Supervisorial District, one (1) of

the five (5) targeted areas in the manner and form described in Part A, Section 2.0.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall

not exceed the total funding obliged under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 4.4 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.
- 4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances.
 - 5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
 - 5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to

those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

- 5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County."

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

- 6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

6.1.2 The filing of a voluntary petition to bankruptcy;

6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

- 6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to

pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-8861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

9.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered minor, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Minor Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

10.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 9.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

11.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO MINOR SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of minor support laws and the apprehension of minor support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parent's poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

12.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

13.0 SUBCONTRACTING

13.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written

consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

13.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

13.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

14.0 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this contract.

15.0 INSURANCE

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

15.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Los Angeles County Probation Department, 9150 East Imperial Highway, Downey, California 90242, Attention: Karen Reed, Contract Analyst, Contracts Management Division, Room C-29**, prior to commencing services under this contract. Such certificates or other evidence shall:

15.1.1 Specifically identify this contract.

15.1.2 Clearly evidence all coverages required in this contract.

- 15.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 15.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 15.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

15.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

15.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- 15.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR

and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

15.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.

15.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.

15.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

15.5 Compensation for County Costs:

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

15.6 Insurance Coverage Requirements:

15.6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following

15.6.1.2	General Aggregate:	(\$2,000,000)
15.6.1.3	Products/Completed Operations Aggregate:	(\$1,000,000)
15.6.1.4	Personal and Advertising Injury:	(\$1,000,000)
15.6.1.5	Each Occurrence:	(\$1,000,000)

15.6.2 Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

15.6.3 Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for

which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease – policy limit:	\$1,000,000
Disease – each employee:	\$1,000,000

15.6.4 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

15.6.4.1 Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual value of County-owned or leased property.

15.6.4.2 Real Property and All Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

16.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

17.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

18.0 COMPLIANCE WITH LAWS

- 18.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 18.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.
- 18.3 In the event that the rules and regulations, guidelines, procedures and standards are amended at any time subsequent to the making of this contract, COUNTY shall appropriately notify the CONTRACTOR in writing. Upon such notification CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such amendments, in which case this contract may be terminated by CONTRACTOR in accordance with Paragraph 5.0. Termination of the obligation of the CONTRACTOR to serve persons who would have received services under this contract.
- 18.4 If in the occurrence of this contract a dispute arises concerning questioned costs, the CONTRACTOR shall request a meeting with the COUNTY Contract Manager's designee within thirty (30) days from the date of the notice of questioned costs.

If the CONTRACTOR fails to request or meet with the COUNTY Contract Manager's or his/her designee within thirty (30) days, the questioned costs become disallowed.

If the questioned costs are not satisfactorily resolved within twenty-one (21) days after the meeting or within fifty-one (51) days from the date of the notice of the questioned costs, the CONTRACTOR may request that the issue be resolved by the COUNTY Contract Manager.

The final determination of disallowed costs shall be made by the COUNTY Contract Manager within seventy-two (72) days from the date of the notice of questioned costs.

The CONTRACTOR has fourteen (14) days to make payment on the disallowed costs.

Nowhere shall the issues of dispute supersede, replace nor be in conflict with Federal, State and local regulations, laws and codes.

19.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 19.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY's Chief Probation Officer or his designee and CONTRACTOR's Project Director.
- 19.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 19.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY's Chief Probation Officer warrants execution by the Board of Supervisors.

20.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

21.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

22.0 AUDIT SETTLEMENT

If, at any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY or State Board of Corrections conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or (2) at Project Director's option, credited against any future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this contract, as set forth in Part A, Section 12.0 (Contract Fees), be exceeded.

23.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

23.1 CONTRACTOR shall develop all publicity material in a professional manner.

23.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY or State Board of Correction without the prior written consent of the Chief Probation Officer or his designee.

24.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

25.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

26.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract, shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

27.0 NOTICES

27.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

**Chief Probation Officer
Probation Department
9150 E. Imperial Highway
Downey, CA 90242**

Written notice shall be sent by mail to CONTRACTOR's Project Manager addressed as follows:

Chinatown Service Center
Ms. Vicky Wong, Program Manager
767 Hill Street, Suite 400
Los Angeles, CA 90012

27.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

27.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

28.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 ((P.L.99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

29.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

30.0 NONDISCRIMINATION IN EMPLOYMENT

30.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

30.2 CONTRACTOR shall take affirmative action to ensure that qualified proponents are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay

or other forms of compensation and selection of training, including apprenticeship.

30.3 CONTRACTOR shall deal with its subcontractors, proponents, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.

30.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

30.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.

30.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

31.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

32.0 COMPLETION OF CONTRACT

32.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth

transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR's performance hereunder.

32.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY and CONTRACTOR shall have the right to retain a copy of all non-confidential materials relating to the operations of services under this contract for non-commercial research and education purposes.

32.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.

32.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

33.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this contract (Refer to Attachment I).

34.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and

directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Refer to Attachment C).

35.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2003-2004 County Budget which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003-2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

36.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

37.0 AUDITS

The CONTRACTOR agrees that in the event this contract is subject to audit exceptions by COUNTY or the State, it shall pay to the COUNTY the full amount of the CONTRACTOR's liability for such audit exceptions upon demand by the COUNTY.

38.0 ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

39.0 RETURN OF UNEXPENDED FUNDS

CONTRACTOR agrees that upon completion or termination of this contract, any advanced funds which exceed payments due to the CONTRACTOR under this contract shall be returned to the COUNTY within thirty (30) calendar days after contract completion or termination date.

40.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, minor, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-minor.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

41.0 COUNTY COMMUNITY STANDARDS

Community-based service providers are required to meet the COUNTY's community standards with regard to property maintenance, graffiti abatement and landscaping.

42.0 PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this contract prior to its implementation.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. (Refer to form L)

44.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY's landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 45.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractor and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 45.3 The COUNTY may debar a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 45.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department will notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 45.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

- 45.6 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

46.0 CONTRACTOR DEBARMENT

- 46.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted false claim against the COUNTY or any other public entity.
- 46.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 46.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR, may be deemed to have waived all rights of appeal.
- 46.4 A recode of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- 46.5 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

47.0 COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code Attachment M.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) CONTRACTOR shall have an adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of \$45,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month

period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commenced, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

48.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment O of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR

understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (CDFS) will supply the CONTRACTOR with the poster to be used. CONTRACTORS should call (213) 351-5886 to request a poster.

ATTACHMENT B

PERFORMANCE REQUIREMENT SUMMARY

AND

PERFORMANCE REQUIREMENT SUMMARY CHART

/

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This attachment lists required services which will be monitored by the COUNTY during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed, and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of surveillance which may be used include, but are not limited to, the following:

Random and/or Judgmental Sampling

Random and/or One hundred percent inspection

User complaints

Criteria for Determination of Payment

CONTRACTOR, shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, within 30 days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in the RFP. (Refer to Part A, Section 4.0).

If performance of a service is unacceptable as determined by COUNTY, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of the contract. The COUNTY shall have the right to

reduce the contract price to reflect the reduced value of the service provided.

Probation will make reasonable efforts to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contact Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing and explain the unacceptable performance, as well as how recurrences of the problem will be prevented. COUNTY will evaluate the CONTRACTOR's explanation and determine if full payment, partial payment, or the contract termination process is applicable.

Instances of unacceptable performance may come to the attention of Probation personnel through complaints made by the judiciary, court referrals and other sources. The complaints will be brought to the attention of the CONTRACTOR. Complaints may result in a formal examination of the CONTRACTOR's performance.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart. For services which require up to a specific maximum deduction per occurrence, the unacceptable instances that exceed the AQL is multiplied by the amount determined by Probation, which is not to exceed the maximum per occurrence on the PRS chart. For services which require up to a specific maximum deduction per day until rectified, the days of unacceptable performance is multiplied by the amount determined by Probation which is not to exceed the maximum per day on the PRS Chart.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed.

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY CHART

**PERFORMANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<p><u>SCOPE OF WORK:</u></p> <p>Contractors will develop a service plan which address the “Daily Required Services: and “Other Service Needs.”</p> <p>1) Contractor will hire tutors or who meet the minimum requirements and have received tutor training before they commence hiring.</p> <p>2) Contractor will maintain accurate records and report weekly attendance, participation and academic achievement to Project Monitor.</p> <p>3) Contractor will process timely submission of minor's service plan.</p> <p>4) Contractor will provide one-on-one or in a group of up to five tutoring for a minimum of five (5) hrs. per week, up to eighty (80) hrs. per minor at TLC or site designated by Probation.</p> <p>5) Contractor will provide a narrative report by the tenth working day of the month.</p> <p>Part A, 1.1</p>	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	<p>1) Random sampling</p> <p>2) Info from contractor reports</p> <p>3) User and client complaints</p>	Up to \$50 per occurrence

**PERFORMANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<u>Site Requirements:</u> Operation READ – consists of five (5) primary Literacy Tutoring Centers (LTC) that are located in specific areas (referenced in Part A, 2.1. Site requirements include: 1) Physical location will need to accommodate at least ten (10) minors for sufficient time to provide five (5) hours of after-school tutoring per minor (Part B, 2.1) 2) Office space with a telephone for the Program Monitor. (Part B, 4.1.6 and Part E, 3.1 and 3) All daily required services at LTC site. Part A, 2.1.1 & 2.1.2	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence
<u>Daily Services:</u> Tutoring & Literacy Assistance to include: 1) minimum of one (1) hour per session. 2) minimum of five (5) sessions per week or enough to give each minor five (5) hours per week. Maintain sign-in-sheets and provide attendance information to Project Monitor. Part A, 2.2	Written records for ensuring compliance by agencies.	Record investigation of agency to ensure compliance.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 occurrence

**PERFORMANCE REQUIREMENT
 SUMMARY CHART
 OPERATION READ
 ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
Quality Control Plan: Part A, 5.0	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1)100% Inspection Random Sample 2) User and client complaints	Up to \$100 occurrence
None of CONTRACTOR'S personnel shall have a criminal conviction record or pending criminal trial unless such info has been fully disclosed and employment of the employee for this program is approved (in writing) by Probation Dept. Part A, 3.7.1	Quality Control Plan & Records of its implementation.	Adhere to County requirements.	0%	100% Random sampling	Up to \$50 occurrence
Fingerprint CONTRACTOR'S current employees and prospective staff prior to employment. Submit names of employees to Contract Mgr. Within five (5) business days of date of hire. Part A, 3.7.5	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall reimburse COUNTY for record check. Part A, 3.7.6	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall be in compliance with the Standard Terms and Conditions. Attachment A, 1.0-45.0	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence

Attachment C

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an

employee of _____, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

Attachment D

EMPLOYEES ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment on this Project.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____
Signature

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County Worker's Compensation Division within five (5) business days.

C: Juanita Stanley

ATTACHMENT E

PROPONENT'S/OFFEROR'S EEO CERTIFICATION

Proponent's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Chapter 4.32, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPONENT'S/OFFEROR'S CERTIFICATION

- | | | | |
|----|---|-----|----|
| 1. | The proponent/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The proponent/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The proponent/offeror has system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the proponent/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

**COMPLIANCE WITH ADMINISTRATIVE CODE
SECTION 2.180.010**

The Los Angeles County Administrative Code Section 2.180.010 "Contracts Prohibited" sets forth the following:

SECTION 2.180.010 CONTRACTS PROHIBITED.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract of its service specification; and
- (d) Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor/contractor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49CFR Section 23.5.

TYPE OF BUSINESS STRUCTURE:

(Corporation, Partnership, Sole Proprietorship, Etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including Owners):

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

	Owners/Partners Associate Partners	Manager s	Staff
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African Americ an	Hispanic/L atin American	Asian American	American Indian/ Alaskan Native	All Othe rs
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____	Expiration Date _____
Agency _____	Expiration Date _____
Agency _____	Expiration Date _____

FIRM NAME:

SIGNED: _____

DATE: _____

TITLE _____

**COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM
(MINORITY, WOMEN, DISADVANTAGED AND DISABLED
VETERANS BUSINESS ENTERPRISES)**

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification or any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulent obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

Applicant Signature

Title

Name of Firm

Date

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the proponent/contractor.

Date _____

Name of Firm _____

Title of Signer _____

Typed Name of Proponent _____

Signature of Proponent _____

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009

FAX: (323) 832-7296

Telephone: (323) 832-7277

CONTRACTOR Name as Shown on Contract: _____

CONTRACTOR

Address: _____

Telephone: _____ **FAX:** _____

COUNTY Department Awarding Contract: _____

Type of Goods or Services to be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ **DATE:** _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)

(Print Name) _____

Title/Position) _____

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED CONTRACT. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) _____, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) _____ located at (CONTRACTOR address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this _____ Day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for contract.)

Original to:
(attached to signed contract)
Karen Reed, Contract Analyst
Contracts Management Division
Probation Department
9150 E. Imperial Hwy., C-29
Downey, CA 90252

Copy to: Bureau of Family Support
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 832-7296
Phone: (323) 832-7277

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proponents shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Proponents shall attest to a willingness to provide employed GAIN participants to access the Proponent's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proponent's shall complete, sign, and return with their proposal this form. Proponent's who are unable to meet this requirement shall not be considered for contract award.

Proponent shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

A. Proponent has a proven record of hiring GAIN participants.

Yes _____ No _____
(subject to verification)

B. Proponent is willing to consider GAIN participants for any future employment openings if the GAIN participant meets the minimum qualifications for the opening. "Consider" being understood as, vendor is willing to interview qualified GAIN participants

Yes _____ No _____

If Yes, state the name, address, and telephone number of the person whom the COUNTY may contact to refer GAIN Participants: _____

C. Proponent is willing to provide employed GAIN participants access to its employee mentoring program, if available.

Yes _____ No _____ N/A _____
(program not available)

PROPONENT

Type or print name of firm

By _____

Type or print Name

Type or print Title

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$45,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request and exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation for (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I – Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of "contractor, " as defined in the Program, because my business has not received an aggregate sum of \$45,000 or more in any 12-month period under one or more County contracts or subcontractors (this exception is not available if the contractor/purchase order itself will exceed \$45,000 in any 12-month period). I understand that the exception will be lost and I must comply with the Program in my revenues from the County exceed an aggregate sum of \$45,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its filed of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that filed of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attachment agreement) that expressly provides that it supersedes all provisions of the Program

OR

Part II – Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:

Title:

Signature:

Date:

Notice 1015

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. Note: *You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 20021 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allow parents to give up their baby confidentially. As long as the baby has not been abused or

neglected, parents may give up their newborn without fear of arrest or prosecution.

How des it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child show no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allow other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infant. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story.

AT 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernadine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

TABLE OF CONTENTS

Page No.

INTRODUCTION	4
PART A. PERFORMANCE WORK STATEMENT INTRODUCTION	5
1.0 General	5
2.0 Specific Tasks/Performance	6
3.0 Personnel.....	9
4.0 Performance Requirement Summary	13
5.0 Quality Control Plan	14
6.0 Quality Assurance (Monitoring).....	15
7.0 Confidentiality	16
8.0 Hours of Service and Recognized Holidays	16
9.0 Government Observations	16
10.0 Definitions	17
11.0 Period of Performance	18
12.0 Contract Fees.....	19
13.0 Reimbursement for Services	19
14.0 Regulations	20
15.0 Notice of Employee Regarding the Federal Earned Income Credit.....	20
16.0 Insurance Requirements.....	20
17.0 Standard Terms and Conditions	20
18.0 Subcontracting	20
19.0 Merger Provision.....	20
20.0 Service Interruption Notification.....	21
21.0 Non-Payment for Services Provided Following Expiration/ Termination of Agreement	21

ATTACHMENTS

ATTACHMENT A	Standard Terms and Conditions.....	26
ATTACHMENT B	Performance Requirements Summary	49
ATTACHMENT B	Performance Requirements Summary Chart.....	52
ATTACHMENT C	Confidentiality of CORI Information.....	55
ATTACHMENT D	Employee Acknowledgment of Employer	56
ATTACHMENT E	Proponent's/Offeror's EEO Certification	57
ATTACHMENT F	Compliance w/Administrative Code Section 2.180.010	58
ATTACHMENT G	Firm/Organization Information Form	59

ATTACHMENT H	Community Business Enterprise (CBE) Program (Minority, Women, Disadvantaged And Disabled Veterans Business Enterprises.....	60
ATTACHMENT I	Certification of Compliance with Los Angeles County Lobbyist Ordinance Chap. 2.160	61
ATTACHMENT J	Principal Owner Information Form.....	62
ATTACHMENT K	Child Support Compliance Program Cert.....	63
ATTACHMENT L	Attestation of Willingness to Consider GAIN Participants.....	64
ATTACHMENT M	Employee Jury Service Program.....	65
ATTACHMENT N	Internal Revenue Service Notice 1015.....	69
ATTACHMENT O	Safely Surrender Baby Law Notice.....	70

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

CONTRACT FOR THE OPERATION READ PROGRAM'S LITERACY TUTORING
CENTER SERVICES TO MINORS THROUGH
THE LOS ANGELES COUNTY PROBATION DEPARTMENT

This contract is made and entered into this _____ day of _____,
2003 by and between:

COUNTY OF LOS ANGELES, a body
Corporate and Politic hereinafter referred to
as "COUNTY"

and

Helpline Youth Counseling, Inc., 12440
Firestone Blvd., Suite 1000, Norwalk, CA.,
90650, hereinafter referred to as
"CONTRACTOR"

WITNESSETH

WHEREAS, COUNTY desires to contract with a qualified community-based providers who will provide Literacy Tutoring Centers (LTC) and related services to minors ten (10) to seventeen and one-half (17.5) years of age through the Operation READ Program, a community-based component funded and administered by the Los Angeles County Probation Department; and

WHEREAS, COUNTY is authorized under California Government Code Section 26227 and otherwise to expend money from the General Fund of the COUNTY for programs deemed necessary by the Board of Supervisors to meet the social needs of the COUNTY, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education and the needs of the physically, mentally, and financially handicapped persons; and

WHEREAS, CONTRACTOR desires to participate and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide these specialized services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits derived therefrom, the parties as follows:

/

/

INTRODUCTION

This is a contract with the Helpline Youth Counseling, Inc., to provide a Literacy Tutoring Center along with related services to minors ages ten (10) to seventeen and one-half (17.5) years' at-risk youth, or who are served by the Department of Children and Family Services in foster care or in-home placement, and any of whom reside within the 4th Supervisorial District and will be responsible for developing a comprehensive plan to provide and coordinate at a minimum the following services: a LTC where the minor will be tutored one-on-one or in a group of up to ten (10) children for a minimum of five (5) hours per week up to eighty (80) hours per child; and provide "Daily Required Services" and any other such services; and accommodate at least ten (10) minors at one time, Monday through Friday after school, or on the weekends. CONTRACTOR will serve approximately two hundred forty (240) eligible minors for the first contract term who meet the eligibility requirements to participate in the Operation READ Program. The CONTRACTOR will provide a referral process for other service needs which are provided by outside service agencies. CONTRACTOR will provide the required literacy services at the designated LTC Monday through Friday from 3:00 p.m. to 7:00 p.m., for at least three (3) hours on the weekends consecutively, and at designated schools, housing authorities and parks with an assigned Deputy Probation Officer (DPO). CONTRACTOR shall be reimbursed as set forth in part A, section 13.0 of this contract, for paid tutors, supplies, and related services.

The Operation READ program is designed to: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to at-risk minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation.

The Helpline Youth Counseling, Inc. is the lead agency for this project and will coordinate the services at the Literacy Tutoring Center and other designated sites

/

/

/

/

/

/

PART A. PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR will hire paid tutors, who meet the minimum qualifications, must be eighteen (18) years or older, with a high school diploma or General Equivalency Diploma (GED), and have received training in literacy tutoring (either COUNTY sponsored or COUNTY approved).
- 1.1.2 CONTRACTOR shall maintain accurate records regarding the minor's attendance, participation, and academic achievement. These reports will be collected weekly by the COUNTY Project Monitor.
- 1.1.3 CONTRACTOR shall establish a process that will ensure timely submission of each minor's service plan and that will document all related activities and services provided.
- 1.1.4 CONTRACTOR shall provide each minor with tutoring on a one-on-one basis or in a group of up to ten(10) minors for a minimum of five (5) hours per week, up to eighty (80) hours per minor. There are a total of approximately eight thousand four hundred (8,400) tutoring hours for all minors served reimbursable per CONTRACTOR.
- 1.1.5 CONTRACTOR shall conduct an initial assessment to determine reading grade level for those minors without available academic records. For every forty (40) hours of tutoring, the CONTRACTOR will also re-test the minor. The CONTRACTOR's assessment instrument is to be either COUNTY provided or COUNTY approved.
- 1.1.6 CONTRACTOR shall provide by the tenth (10th) working day of the month a narrative report to the COUNTY Project Monitor that describes the activities at the LTC. Those activities would include, but not be limited to, number of eligible minors and tutors involved in daily activities at the center, the number of referrals for other types of services being provided at the center or in collaboration

with other entities. The narrative report shall also include any special incidents, issues to be addressed, noteworthy accomplishments, and any other information that describes the functions of these centers during that month.

2.0 SPECIFIC TASKS/PERFORMANCE OBJECTIVES

To meet the stated outcome goals and objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services:

- The Literacy Tutoring Center (LTC) site;
- The following required daily services: tutoring, homework and literacy assistance at the LTC as well as at designated schools, housing authorities, and parks with an assigned DPO.

Services shall commence November 1, 2003 or following Board approval, and shall include, but are not limited to the following:

2.1 Center Requirements:

2.1.1 The Literacy Tutoring Center must be located within, adjacent to, and/or currently serving the following targeted area.

County of Los Angeles 4th Supervisorial District

2.1.2 The physical location of the LTC must accommodate at least ten (10) minors at one time, Monday through Friday after school 3:00 p.m. to 7:00 p.m. or on the weekends for at least three (3) hours consecutively for "Daily Required Services" that will be sufficient to provide each minor with a minimum of five (5) hours per week of literacy tutoring.

2.2 Eligibility Requirements for Services

Minors referred to the Operation READ Literacy Tutoring Centers are screened for eligibility by the Probation Department for minors who are considered at-risk. Eligibility requires that the minor be:

- Reading at least two (2) grade levels below the standard for their age;
- At-risk youth between the ages of ten (10) and seventeen and one half (17.5) years, and

- Priority will be given to older youth who are functioning below fourth (4th) grade level.

2.2.1 Daily Required Services

Minors assigned to the LTC will be required to participate in the following tutoring and literacy services provided by the CONTRACTOR. In order to begin the program, the minor must meet the minimum eligibility requirements. At a minimum, the minor will always need to report to the LTC for one (1) hour per day of "Daily Required Services" on their assigned days, unless otherwise stipulated by the case plan.

2.2.2 Tutoring and Literacy Assistance

Services in this area include educational activities to enhance the participants' ability to succeed academically and to remain in school. Each tutor shall have no more than five (5) minors at a time. Tutors may be assigned to LTC school sites, parks or housing authority sites having DPO supervision. Incentives may be given for grade point improvement and/or other benchmarks of academic success.

Tutoring shall be provided as follows:

- A minimum of one (1) hour per day, or;
- A minimum of five (5) sessions per week, or sufficient to give five (5) hours of instruction per minor;
- CONTRACTOR will maintain sign-in sheets or the equivalent and provide attendance information to the COUNTY Project Monitor;
- English as a second language instruction assistance shall be available when necessary.

2.3 OTHER SERVICE NEEDS

It is highly desired, but not required, that the CONTRACTOR at a minimum develop a referral process for some of the identified "Other Service Needs." The CONTRACTOR may develop a comprehensive plan for the delivery of the "Other Service Needs" by using other agencies, in collaboration with other entities, or by the CONTRACTOR. Any identified "Other Service Needs" must be funded by the CONTRACTOR or by another source of funding. Outside or collaborating entities may consist

of private, non-profit, or local governmental agencies. "Other Service Needs" may include, but are not limited to, the following:

2.3.1 Parents' Reading Skills Development

Services to those parents that are interested in understanding how to read to their child. This may include tutoring the parents' or guardian of the minor.

2.3.2 Education/HIV Prevention Training

Services that help the minor make informed choices regarding sexual activity and learn to take responsibility for their behavior.

2.3.3 Drug and Alcohol Education and Counseling

Services designated to educate and counsel minors as to the consequences of substance abuse and prevent the minor from becoming a substance abuser.

2.3.4 Life Skills Training

Services that help the minor develop the ability to be a self-reliant and self-sufficient adult, focusing on the consequences of inappropriate behavior to foster decision-making responsibilities.

2.3.5 Prevocational/Vocational Training

Services that help the minor to prepare for eventual employment and self-reliance, focusing on giving the minor the tools to make effective choices as to a job-training program, along with the development of a basic knowledge of careers and the job market.

2.3.6 Computer Literacy

CONTRACTOR is encouraged to provide computer resources that will enable the minors to acquire basic computer and software skills.

2.3.7 Homework Assistance

CONTRACTOR may provide homework assistance as a daily after school activity while the minor's school is in session (semester or year around format.)

2.3.8 Transportation Services

CONTRACTOR will coordinate and provide transportation services to minors for off-site special events/activities.

3.0 PERSONNEL

3.1 Key COUNTY Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 19.0.

3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.

3.1.5 COUNTY reserves the right to have Contract Manager interview any or all prospective employees of CONTRACTOR.

3.1.6 COUNTY will provide Program Monitoring. Each CONTRACTOR will be assigned a COUNTY Project Monitor to be liaison between the CONTRACTOR and the COUNTY Probation staffs.

3.2 Key Contractor Personnel

3.2.1 CONTRACTOR Project Directors

The CONTRACTOR'S Mr. Nelson Kee shall be the Project Director for the Helpline Youth Counseling, Inc. for the 4th Supervisorial District.

- 3.2.2 The Project Director or an approved alternate shall be assigned locally and be available by telephone between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR's behalf, and shall act as the central point of contact with Probation.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters related to the daily operation of this contract.

- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

- 3.2.5 The Project Director will oversee the contract operations and must have a minimum of two (2) years of demonstrated previous experience within the past five (5) years, in the management and operation of justice related projects or functions of similar scope.

- 3.2.6 The Project Director and alternate(s) must be able to read, write, speak, and understand English.

- 3.2.7 COUNTY shall have the right to review and approve the potential Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other Contractor Obligations

3.3.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract. (COUNTY shall have the right to review and approve potential staff prior to assignment.)

3.3.2 All personnel must be able to read, write, spell, speak and understand English. For some tasks, personnel who can read, write, spell, speak, and understand other languages may be required.

3.3.3 The CONTRACTOR shall insure that by first day of employment, all persons with access to juvenile information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment C)

3.3.4 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.

3.4 Contractor Employee Acceptability

The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 31.0.

3.6 Employee Benefits and Acknowledgment of Employer

CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed at the site by first day of employment (Refer to Attachment D). Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment, with the Los Angeles County,

Department of Human Resources, Worker's Compensation Division, Claims Section, 3333 Wilshire Blvd., Los Angeles, CA 90010. Forward a copy to the COUNTY'S Project Manager, as described on page 18, item 13.3.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

3.7.1 No personnel employed by the CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

3.7.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR's prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR's employee at any time and to bar such employee from working on the contract under appropriate circumstances.

3.7.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any employee.

3.7.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or any pending criminal trial, to the Probation Department.

3.7.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR as referenced in Section 3.7.2 above to recover expense. The current charge is \$32.00 per record check and is subject to change.

3.8 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 19.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.9 Use of Subcontractors

CONTRACTOR is responsible for the performance of any subcontractor. COUNTY must approve all subcontractors, subcontracts and their insurance certificates before any subcontracts can take effect. (Attachment A, Section 13.0).

3.10 Considering of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are on a re-employment list during the life of this contract.

3.11 Consideration of Hiring Participants of the GAIN/GROW Program

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract, Contractor shall give consideration (in conjunction with Section 3.10 above) for any such employment opening to participants of the COUNTY'S Department of Public Social Services, Greater Avenues for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority

3.12 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Charges and Amendments of Terms shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim there fore against the COUNTY.

4.0 **PERFORMANCE REQUIREMENT SUMMARY**

A standard level of performance will be provide required of CONTRACTOR in providing services that will assist the Probation Department in successfully accomplishing outcomes in the areas of: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation. Attachment B summarized the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR's compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in a deduction from CONTRACTOR's monthly payment as determined by COUNTY.

5.0 **QUALITY CONTROL PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

- 5.1 An inspection system covering all the services listed in Attachment B, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual who will perform the inspection.
- 5.2 The methods for identifying and prevention deficiencies in the quality of service performed before level of performance becomes unacceptable.
- 5.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of this contract.
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR's employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for assuring that confidentiality of juvenile records are maintained while in the care of the CONTRACTOR's employees.
- 5.6 The methods for maintaining security of records and prevention of lost or destruction of data.

6.0 QUALITY ASSURANCE (MONITORING)

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

6.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is

issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR's Project Director and the COUNTY Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

- 6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held weekly in accordance with a mutually agreed upon schedule.
- 6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be immediately removed and replaced by the CONTRACTOR within twenty-four (24) hours.

The COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

- 7.1.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to Attachment A) regarding the confidentiality of the information in the juvenile records. Copies of this form are to be sent to Contract Manager within five (5) business days of start of employment.

8.0 HOURS OF SERVICE AND RECOGNIZED HOLIDAYS

8.1 Service Hours

At a minimum, the LTC sites are to be open to provide services on a daily basis, Monday through Friday, between the hours of 3:00 p.m. and 7:00 p.m., and for at least three hours on the weekends consecutively. Service hours may include time during or after school day at school sites, housing authorities or parks where there are assigned DPO'S.

8.2 Recognized Holidays

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for 2003/2004 and the succeeding years.

9.0 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, the California Board of Corrections or their representative, the Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by the Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

10.0 DEFINITIONS

10.1 Acceptable Quality Level (AQL)- A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometime happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR's service.

10.2 Administrative Assistant – A COUNTY employee working with the Project Monitor, will be the referring agent for minors participating in Operation READ who are released from the camps or halls and returning to the community and will assist with monitoring the program.

10.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.

- 10.4 Contract Start Date – The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 10.5 CONTRACTOR Project Director - CONTRACTOR's officer or employee responsible for administering the contract after contract award.
- 10.6 COUNTY's Project Manager – The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 10.7 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this Agreement on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event that COUNTY commences legal proceedings for the enforcement of this contract or recovery of the premises used herein, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 10.8 Literacy Tutoring Centers – The contracted sites that are within, adjacent to, and/or currently serving one (1) of the five (5) targeted areas and that are responsible for receiving referrals for the Program and providing the tutoring services to the eligible minor.
- 10.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Refer to Attachment B)
- 10.10 Program Monitor - A COUNTY employee who acts as liaison between the CONTRACTOR and the Probation Department. This person will keep the records for the tutors' hours, tutors' training, minors' hours and minors' progress, receive reports and assist in the assessment of minors.
- 10.11 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR's compliance with the contract.
- 10.12 Quality Control Program – All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements.

10.13 Targeted Areas - Sites/locations determined to have large numbers of the Probation Department's youth. There is one (1) targeted area for each of the five (5) supervisorial districts.

11.0 PERIOD OF PERFORMANCE

Subject to the termination provisions set forth herein, Attachment A (Sections 4.0, 5.0, 6.0, 7.0, and 10.0, and financial limitations imposed by Section 8.0 and 35.0, the term of this contract shall commence November 1, 2003 or following Board approval through June 30, 2004. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for one (1) additional twelve (12) month period.

The term of the contract may be extended beyond the stated expiration date, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR, by amendment to the contract and not by letter. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis, where applicable, and on a daily basis for periods of time less than a month.

12.0 CONTRACT FEES

The contract maximum for the LTC site in the 4th Supervisorial District is as follows:

One LTC site	\$146,000
--------------	-----------

Where applicable, CONTRACTOR shall make every effort to use other available and appropriate funding resource to enhance the Operation READ Program.

13.0 REIMBURSEMENT FOR SERVICES

13.1 LTC site shall be compensated based on a modified Fee-For-Service basis. An hourly compensation of \$15.00 for each hour of paid literacy instructions provided to an eligible minor as established for each LTC site.

An example of such funding for an LTC site serving two hundred forty (240) minors for approximately forty (40) hours each would be:

240	minors
<u>x40</u>	<u>hours</u>

9,600 total hours of instruction
x \$15 reimbursement per hour
\$ 144,000 amount reimbursable

In addition, LTC site(s) may receive up to two thousand dollars (\$2,000) cost reimbursement for the purchase of supplies and related services (e.g., bus passes, tokens, etc.) to be used in connection with this contract. This sum may also be utilized for tutoring as specified above.

- 13.2 Payment to CONTRACTOR will be made in arrears monthly within thirty (30) days after submission of a monthly invoice form. The hourly compensation rate shall be applied to the number of hours each eligible minor is tutored. CONTRACTOR will be paid the contract fee less any amount deducted for substandard performance as determined by the performance requirements and on approval of the invoices submitted subject to auditory requirements of the COUNTY Auditor-Controller. All billing shall clearly reflect and provide reasonable detail of the services and amount for which claim is made.

Actual monthly payment is based on individual case status at the close of the last day in the month.

- 13.3 All invoices under this contract shall be submitted to the following address:

County of Los Angeles Probation Department
Juanita Stanley, Project Manager
9150 East Imperial Highway, P94
Downey, California 90242

14.0 REGULATIONS

California statutes which pertain to the confidentiality of juvenile and adult records include without limitation Welfare and Institutions Code Section 827 and 828 and Penal Code Sections 1203.5 and 1203.10 and 11140 through 11144 which govern the confidentiality of juvenile records.

15.0 NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income

Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Refer to Attachment L).

16.0 INSURANCE REQUIREMENTS

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, 15.0, INSURANCE REQUIREMENTS.

17.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County Service Contracts are attached hereto as Attachment A.

18.0 SUBCONTRACTING

The requirements of this contract may not subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed material breach of this contract.

19.0 MERGER PROVISION

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O according to the order that they appear.

This contract, the attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, between the parties relating to the subject of this contract.

20.0 SERVICE INTERRUPTION NOTIFICATION

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidences to ensure the standard quality of services will continue during this period.

21.0 NON-PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

Violet Varona-Lukens
Executive Officer-Clerk of the

Board of Supervisors

BY _____
Deputy

HELPLINE YOUTH COUNSELING, INC.

BY _____

Typed or Printed Name

Title

APPROVED AS TO FORM:
LLOYD W. PELLMAN
COUNTY COUNSEL

BY _____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

	Page No.
1.0 ADMINISTRATION	26
2.0 CONTRACTOR's SERVICE	26
3.0 TAX LIABILITY LIMITATION	26
4.0 TERMINATION FOR CONVENIENCE OF COUNTY	26
5.0 TERMINATION FOR DEFAULT OF CONTRACTOR	27
6.0 TERMINATION FOR DEFAULT OF INSOLVENCY	28
7.0 TERMINATION OF IMPROPER CONSIDERATION	29

8.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION	29
9.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM .	29
10.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM	30
11.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO MINOR SUPPORT ENFORCEMENT	30
12.0	INDEPENDENT CONTRACTOR STATUS.....	30
13.0	SUBCONTRACTING	31
14.0	INDEMNIFICATION	31
15.0	INSURANCE	31
16.0	COVENANT AGAINST CONTINGENT FEES	34
17.0	GOVERNING LAWS.....	34
18.0	COMPLIANCE WITH LAWS.....	35
19.0	CHANGES AND AMENDMENTS OF TERMS	36
20.0	ASSIGNMENT	36
21.0	RECORD RETENTION AND INSPECTION	36
22.0	AUDIT SETTLEMENT.....	37
23.0	DISCLOSURE OF INFORMATION	37
24.0	NOTICE OF DELAYS	37
25.0	VALIDITY	38
26.0	WAIVER	38
27.0	NOTICES	38
28.0	IMMIGRATION REFORM AND CONTROL ACT OF 1986 ..	39
29.0	ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS	39
30.0	NONDISCRIMINATION IN EMPLOYMENT.....	39
31.0	CONFLICT OF INTEREST.....	40
32.0	COMPLETION OF CONTRACT	40
33.0	COUNTY LOBBYIST ORDINANCE.....	41
34.0	CONFIDENTIALITY	41
35.0	BUDGET REDUCTIONS.	42
36.0	AUTHORIZATION WARRANTY.....	42
37.0	AUDITS	42
38.0	ACCOUNTING	42
39.0	RETURN OF UNEXPENDED FUNDS	42
40.0	NEPOTISM.....	42
41.0	COUNTY COMMUNITY STANDARDS.....	43
42.0	PERMITS AND LICENSES.....	43
43.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	43
44.0	RECYCLED PAPER	43

45.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	43
46.0	CONTRACTOR DEBARMENT	45
47.0	COMPLIANCE WITH JURY SERVICE PROGRAM	46
48.0	NOTICE TO EMPLOYEE’S REGARDING THE SAFELY SURRENDER BABY LAW.....	47
49.0	CONTRACTOR’S ACKNOWLEDGMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDER BABY LAW	47

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A “Performance Work Statement”.

2.0 CONTRACTOR’S SERVICE

CONTRACTOR shall provide services for the Los Angeles County Probation Department in the County of Los Angeles 4th Supervisorial District, one (1) of

the five (5) targeted areas in the manner and form described in Part A, Section 2.0.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other limitations and provided that such amount shall

not exceed the total funding obliged under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

- 4.4 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.
- 4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances.
 - 5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or
 - 5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.
- 5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to

those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

- 5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County."

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

- 6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

6.1.2 The filing of a voluntary petition to bankruptcy;

6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

- 6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to

pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-8861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

9.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered minor, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Minor Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

10.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 9.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

11.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO MINOR SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of minor support laws and the apprehension of minor support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parent's poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

12.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

13.0 SUBCONTRACTING

13.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written

consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

13.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

13.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

14.0 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this contract.

15.0 INSURANCE

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

15.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Los Angeles County Probation Department, 9150 East Imperial Highway, Downey, California 90242, Attention: Karen Reed, Contract Analyst, Contracts Management Division, Room C-29**, prior to commencing services under this contract. Such certificates or other evidence shall:

15.1.1 Specifically identify this contract.

15.1.2 Clearly evidence all coverages required in this contract.

- 15.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 15.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 15.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

15.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

15.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

- 15.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR

and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

15.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.

15.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.

15.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

15.5 Compensation for County Costs:

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

15.6 Insurance Coverage Requirements:

15.6.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following

15.6.1.2	General Aggregate:	(\$2,000,000)
15.6.1.3	Products/Completed Operations Aggregate:	(\$1,000,000)
15.6.1.4	Personal and Advertising Injury:	(\$1,000,000)
15.6.1.5	Each Occurrence:	(\$1,000,000)

15.6.2 Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

15.6.3 Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for

which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employer's Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease – policy limit:	\$1,000,000
Disease – each employee:	\$1,000,000

15.6.4 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

15.6.4.1 Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual value of County-owned or leased property.

15.6.4.2 Real Property and All Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

16.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

17.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

18.0 COMPLIANCE WITH LAWS

- 18.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 18.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.
- 18.3 In the event that the rules and regulations, guidelines, procedures and standards are amended at any time subsequent to the making of this contract, COUNTY shall appropriately notify the CONTRACTOR in writing. Upon such notification CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such amendments, in which case this contract may be terminated by CONTRACTOR in accordance with Paragraph 5.0. Termination of the obligation of the CONTRACTOR to serve persons who would have received services under this contract.
- 18.4 If in the occurrence of this contract a dispute arises concerning questioned costs, the CONTRACTOR shall request a meeting with the COUNTY Contract Manager's designee within thirty (30) days from the date of the notice of questioned costs.

If the CONTRACTOR fails to request or meet with the COUNTY Contract Manager's or his/her designee within thirty (30) days, the questioned costs become disallowed.

If the questioned costs are not satisfactorily resolved within twenty-one (21) days after the meeting or within fifty-one (51) days from the date of the notice of the questioned costs, the CONTRACTOR may request that the issue be resolved by the COUNTY Contract Manager.

The final determination of disallowed costs shall be made by the COUNTY Contract Manager within seventy-two (72) days from the date of the notice of questioned costs.

The CONTRACTOR has fourteen (14) days to make payment on the disallowed costs.

Nowhere shall the issues of dispute supersede, replace nor be in conflict with Federal, State and local regulations, laws and codes.

19.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 19.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY's Chief Probation Officer or his designee and CONTRACTOR's Project Director.
- 19.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 19.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY's Chief Probation Officer warrants execution by the Board of Supervisors.

20.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

21.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

22.0 AUDIT SETTLEMENT

If, at any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY or State Board of Corrections conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or (2) at Project Director's option, credited against any future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this contract, as set forth in Part A, Section 12.0 (Contract Fees), be exceeded.

23.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

23.1 CONTRACTOR shall develop all publicity material in a professional manner.

23.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY or State Board of Correction without the prior written consent of the Chief Probation Officer or his designee.

24.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

25.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

26.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any provision of this contract, shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

27.0 NOTICES

27.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

**Chief Probation Officer
Probation Department
9150 E. Imperial Highway
Downey, CA 90242**

Written notice shall be sent by mail to CONTRACTOR's Project Manager addressed as follows:

Helpline Youth Counseling, Inc.
Mr. Nelson Kee, Executive Director
12440 Firestone Blvd., Suite 1000.
Norwalk, CA 90650

27.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

27.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

28.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 ((P.L.99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

29.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

30.0 NONDISCRIMINATION IN EMPLOYMENT

30.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

30.2 CONTRACTOR shall take affirmative action to ensure that qualified proponents are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay

or other forms of compensation and selection of training, including apprenticeship.

30.3 CONTRACTOR shall deal with its subcontractors, proponents, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.

30.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

30.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.

30.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

31.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

32.0 COMPLETION OF CONTRACT

32.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth

transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR's performance hereunder.

32.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY and CONTRACTOR shall have the right to retain a copy of all non-confidential materials relating to the operations of services under this contract for non-commercial research and education purposes.

32.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.

32.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

33.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this contract (Refer to Attachment I).

34.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and

directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Refer to Attachment C).

35.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2003-2004 County Budget which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003-2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

36.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

37.0 AUDITS

The CONTRACTOR agrees that in the event this contract is subject to audit exceptions by COUNTY or the State, it shall pay to the COUNTY the full amount of the CONTRACTOR's liability for such audit exceptions upon demand by the COUNTY.

38.0 ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

39.0 RETURN OF UNEXPENDED FUNDS

CONTRACTOR agrees that upon completion or termination of this contract, any advanced funds which exceed payments due to the CONTRACTOR under this contract shall be returned to the COUNTY within thirty (30) calendar days after contract completion or termination date.

40.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, minor, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-minor.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

41.0 COUNTY COMMUNITY STANDARDS

Community-based service providers are required to meet the COUNTY's community standards with regard to property maintenance, graffiti abatement and landscaping.

42.0 PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this contract prior to its implementation.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. (Refer to form L)

44.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY's landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

- 45.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractor and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.
- 45.3 The COUNTY may debar a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.
- 45.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department will notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 45.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

- 45.6 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

46.0 CONTRACTOR DEBARMENT

- 46.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted false claim against the COUNTY or any other public entity.
- 46.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 46.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR, may be deemed to have waived all rights of appeal.
- 46.4 A recode of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

- 46.5 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

47.0 COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code Attachment M.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) CONTRACTOR shall have an adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of \$45,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month

period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commenced, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

48.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment O of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR

understands that it is the COUNTY'S policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY'S "Safely Surrendered Baby Law" poster in a prominent position in the Subcontractor's place of business. The COUNTY'S Department of Children and Family Services (CDFS) will supply the CONTRACTOR with the poster to be used. CONTRACTORS should call (213) 351-5886 to request a poster.

ATTACHMENT B

PERFORMANCE REQUIREMENT SUMMARY

AND

PERFORMANCE REQUIREMENT SUMMARY CHART

/

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This attachment lists required services which will be monitored by the COUNTY during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed, and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of surveillance which may be used include, but are not limited to, the following:

Random and/or Judgmental Sampling

Random and/or One hundred percent inspection

User complaints

Criteria for Determination of Payment

CONTRACTOR, shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, within 30 days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in the RFP. (Refer to Part A, Section 4.0).

If performance of a service is unacceptable as determined by COUNTY, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of the contract. The COUNTY shall have the right to

reduce the contract price to reflect the reduced value of the service provided.

Probation will make reasonable efforts to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contact Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing and explain the unacceptable performance, as well as how recurrences of the problem will be prevented. COUNTY will evaluate the CONTRACTOR's explanation and determine if full payment, partial payment, or the contract termination process is applicable.

Instances of unacceptable performance may come to the attention of Probation personnel through complaints made by the judiciary, court referrals and other sources. The complaints will be brought to the attention of the CONTRACTOR. Complaints may result in a formal examination of the CONTRACTOR's performance.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart. For services which require up to a specific maximum deduction per occurrence, the unacceptable instances that exceed the AQL is multiplied by the amount determined by Probation, which is not to exceed the maximum per occurrence on the PRS chart. For services which require up to a specific maximum deduction per day until rectified, the days of unacceptable performance is multiplied by the amount determined by Probation which is not to exceed the maximum per day on the PRS Chart.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed.

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY CHART

**PERFORMANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<p><u>SCOPE OF WORK:</u></p> <p>Contractors will develop a service plan which address the “Daily Required Services: and “Other Service Needs.”</p> <p>1) Contractor will hire tutors or who meet the minimum requirements and have received tutor training before they commence hiring.</p> <p>2) Contractor will maintain accurate records and report weekly attendance, participation and academic achievement to Project Monitor.</p> <p>3) Contractor will process timely submission of minor's service plan.</p> <p>4) Contractor will provide one-on-one or in a group of up to five tutoring for a minimum of five (5) hrs. per week, up to eighty (80) hrs. per minor at TLC or site designated by Probation.</p> <p>5) Contractor will provide a narrative report by the tenth working day of the month.</p> <p>Part A, 1.1</p>	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	<p>1) Random sampling</p> <p>2) Info from contractor reports</p> <p>3) User and client complaints</p>	Up to \$50 per occurrence

**PERFORMANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<u>Site Requirements:</u> Operation READ – consists of five (5) primary Literacy Tutoring Centers (LTC) that are located in specific areas (referenced in Part A, 2.1. Site requirements include: 1) Physical location will need to accommodate at least ten (10) minors for sufficient time to provide five (5) hours of after-school tutoring per minor (Part B, 2.1) 2) Office space with a telephone for the Program Monitor. (Part B, 4.1.6 and Part E, 3.1 and 3) All daily required services at LTC site. Part A, 2.1.1 & 2.1.2	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence
<u>Daily Services:</u> Tutoring & Literacy Assistance to include: 1) minimum of one (1) hour per session. 2) minimum of five (5) sessions per week or enough to give each minor five (5) hours per week. Maintain sign-in-sheets and provide attendance information to Project Monitor. Part A, 2.2	Written records for ensuring compliance by agencies.	Record investigation of agency to ensure compliance.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 occurrence

**PERFORMANCE REQUIREMENT
 SUMMARY CHART
 OPERATION READ
 ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
Quality Control Plan: Part A, 5.0	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1)100% Inspection Random Sample 2) User and client complaints	Up to \$100 occurrence
None of CONTRACTOR'S personnel shall have a criminal conviction record or pending criminal trial unless such info has been fully disclosed and employment of the employee for this program is approved (in writing) by Probation Dept. Part A, 3.7.1	Quality Control Plan & Records of its implementation.	Adhere to County requirements.	0%	100% Random sampling	Up to \$50 occurrence
Fingerprint CONTRACTOR'S current employees and prospective staff prior to employment. Submit names of employees to Contract Mgr. Within five (5) business days of date of hire. Part A, 3.7.5	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall reimburse COUNTY for record check. Part A, 3.7.6	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall be in compliance with the Standard Terms and Conditions. Attachment A, 1.0-45.0	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence

Attachment C

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an

employee of _____, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

Attachment D

EMPLOYEES ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment on this Project.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____
Signature

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County Worker's Compensation Division within five (5) business days.

C: Juanita Stanley

ATTACHMENT E

PROPONENT'S/OFFEROR'S EEO CERTIFICATION

Proponent's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Chapter 4.32, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPONENT'S/OFFEROR'S CERTIFICATION

- | | | | |
|----|---|-----|----|
| 1. | The proponent/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes | No |
| 2. | The proponent/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes | No |
| 3. | The proponent/offeror has system for determining if its employment practices are discriminatory against protected groups. | Yes | No |
| 4. | Where problem areas are identified in employment practices, the proponent/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes | No |

Name and Title of Signer

Signature

Date

**COMPLIANCE WITH ADMINISTRATIVE CODE
SECTION 2.180.010**

The Los Angeles County Administrative Code Section 2.180.010 "Contracts Prohibited" sets forth the following:

SECTION 2.180.010 CONTRACTS PROHIBITED.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract of its service specification; and
- (d) Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor/contractor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49CFR Section 23.5.

TYPE OF BUSINESS STRUCTURE:

(Corporation, Partnership, Sole Proprietorship, Etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including Owners):

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

	Owners/Partners Associate Partners	Manager s	Staff
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/ African Americ an	Hispanic/L atin American	Asian American	American Indian/ Alaskan Native	All Othe rs
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____	Expiration Date _____
Agency _____	Expiration Date _____
Agency _____	Expiration Date _____

FIRM NAME:

SIGNED: _____

DATE: _____

TITLE _____

**COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM
(MINORITY, WOMEN, DISADVANTAGED AND DISABLED
VETERANS BUSINESS ENTERPRISES)**

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification or any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulent obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

Applicant Signature

Title

Name of Firm

Date

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the proponent/contractor.

_____	_____
_____	_____

Date _____

Name of Firm _____

Title of Signer _____

Typed Name of Proponent _____

Signature of Proponent _____

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009

FAX: (323) 832-7296

Telephone: (323) 832-7277

CONTRACTOR Name as Shown on Contract: _____

CONTRACTOR

Address: _____

Telephone: _____ **FAX:** _____

COUNTY Department Awarding Contract: _____

Type of Goods or Services to be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR
1.	_____	_____	[YES] [NO]
2.	_____	_____	[YES] [NO]
3.	_____	_____	[YES] [NO]

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ **DATE:** _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)

(Print Name) _____

Title/Position) _____

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED CONTRACT. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) _____, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) _____ located at (CONTRACTOR address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this _____ Day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____
(Signature of a principal owner, an officer, or manager responsible for contract.)

Original to:
(attached to signed contract)
Karen Reed, Contract Analyst
Contracts Management Division
Probation Department
9150 E. Imperial Hwy., C-29
Downey, CA 90252

Copy to: Bureau of Family Support
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 832-7296
Phone: (323) 832-7277

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proponents shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Proponents shall attest to a willingness to provide employed GAIN participants to access the Proponent's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proponent's shall complete, sign, and return with their proposal this form. Proponent's who are unable to meet this requirement shall not be considered for contract award.

Proponent shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

A. Proponent has a proven record of hiring GAIN participants.

Yes _____ No _____
(subject to verification)

B. Proponent is willing to consider GAIN participants for any future employment openings if the GAIN participant meets the minimum qualifications for the opening. "Consider" being understood as, vendor is willing to interview qualified GAIN participants

Yes _____ No _____

If Yes, state the name, address, and telephone number of the person whom the COUNTY may contact to refer GAIN Participants: _____

C. Proponent is willing to provide employed GAIN participants access to its employee mentoring program, if available.

Yes _____ No _____ N/A _____
(program not available)

PROPONENT

Type or print name of firm

By _____

Type or print Name

Type or print Title

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$45,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the

contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

ATTACHMENT M

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request and exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation for (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I – Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of “contractor, “ as defined in the Program, because my business has not received an aggregate sum of \$45,000 or more in any 12-month period under one or more County contracts or subcontractors (this exception is not available if the contractor/purchase order itself will exceed \$45,000 in any 12-month period). I understand that the exception will be lost and I must comply with the Program in my revenues from the County exceed an aggregate sum of \$45,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its filed of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that filed of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attachment agreement) that expressly provides that it supersedes all provisions of the Program

OR

Part II – Certification of Compliance

Attachment O

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: _____ Title: _____

Signature: _____ Date: _____

**Internal Revenue Service
Notice 1015**

ATTACHMENT N

(Rev. October 2001)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 20021 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allow parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How des it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child show no signs of abuse or

neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other.

One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allow other people to bring in the baby if they have legal custody..

Does the parent have to call before bringing in the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infant. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story.

AT 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernadine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

What happens to the parent?

Once the parent(s) deliver their baby, they are free to

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe

TABLE OF CONTENTS

	Page No.
INTRODUCTION	4
PART A. PERFORMANCE WORK STATEMENT INTRODUCTION	5
1.0 General	5
2.0 Specific Tasks/Performance	6
3.0 Personnel	8
4.0 Performance Requirement Summary	13
5.0 Quality Control Plan	14
6.0 Quality Assurance (Monitoring)	14
7.0 Confidentiality	15
8.0 Hours of Service and Recognized Holidays	16
9.0 Government Observations	16
10.0 Definitions	16
11.0 Period of Performance	18
12.0 Contract Fees	18
13.0 Reimbursement for Services	18
14.0 Regulations	19
15.0 Notice of Employee Regarding the Federal Earned Income Credit	19
16.0 Insurance Requirements	19
17.0 Standard Terms and Conditions	19
18.0 Subcontracting	20
19.0 Merger Provision	20
20.0 Service Interruption Notification	20
21.0 Non-Payment for Services Provided Following Expiration/ Termination of Agreement	20
 ATTACHMENTS	
ATTACHMENT A Standard Terms and Conditions	25
ATTACHMENT B Performance Requirements Summary	47
ATTACHMENT B Performance Requirements Summary Chart	50
ATTACHMENT C Confidentiality of CORI Information	53
ATTACHMENT D Employee Acknowledgment of Employer	54
ATTACHMENT E Proponent's/Offeror's EEO Certification	55
ATTACHMENT F Compliance w/Administrative Code Section 2.180.010	56
ATTACHMENT G Firm/Organization Information Form	57
ATTACHMENT H Community Business Enterprise (CBE) Program (Minority, Women, Disadvantaged And Disabled Veterans Business Enterprises	58

ATTACHMENT I	Certification of Compliance with Los Angeles County Lobbyist Ordinance Chap. 2.160	59
ATTACHMENT J	Principal Owner Information Form	60
ATTACHMENT K	Child Support Compliance Program Cert.	61
ATTACHMENT L	Attestation of Willingness to Consider GAIN Participants	62
ATTACHMENT M	Employee Jury Service Program	63
ATTACHMENT N	Internal Revenue Service Notice 1015.....	67
ATTACHMENT O	Safely Surrender Baby Law Notice	68

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

CONTRACT FOR THE OPERATION READ PROGRAM'S LITERACY TUTORING CENTER
SERVICES TO MINORS THROUGH
THE LOS ANGELES COUNTY PROBATION DEPARTMENT

This contract is made and entered into this _____ day of _____,
2003 by and between:

COUNTY OF LOS ANGELES, a body
Corporate and Politic hereinafter referred to as
"COUNTY"

and

New Directions for Youth, 7400 Van Nuys,
Suite 203, Van Nuys, California 91405,
hereinafter referred to as "CONTRACTOR"

WITNESSETH

WHEREAS, COUNTY desires to contract with a qualified community-based providers who will provide Literacy Tutoring Centers (LTC) and related services to minors ten (10) to seventeen and one-half (17.5) years of age through the Operation READ Program, a community-based component funded and administered by the Los Angeles County Department; and

WHEREAS, COUNTY is authorized under California Government Code Section 26227 and otherwise to expend money from the General Fund of the COUNTY for programs deemed necessary by the Board of Supervisors to meet the social needs of the COUNTY, including, but not limited to, health, law enforcement, public safety, rehabilitation, welfare, education and the needs of the physically, mentally, and financially handicapped persons; and

WHEREAS, CONTRACTOR desires to participate and is qualified by reason of experience, preparation, organization, staffing, and facilities to provide these specialized services.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth and the mutual benefits derived therefrom, the parties as follows:

/

/

/

/

/

INTRODUCTION

This is a contract with the Chinatown Service Center, to provide a Literacy Tutoring Center along with related services to minors ages ten (10) to seventeen and one-half (17.5) years' at-risk youth, or who are served by the Department of Children and Family Services in foster care or in-home placement, and any of whom reside within the 1st Supervisorial District and will be responsible for developing a comprehensive plan to provide and coordinate at a minimum the following services: a LTC where the minor will be tutored one-on-one or in a group of up to ten (10) children for a minimum of five (5) hours per week up to eighty (80) hours per child; and provide "Daily Required Services" and any other such services; and accommodate at least ten (10) minors at one time, Monday through Friday after school, or on the weekends. CONTRACTOR will serve approximately two hundred forty (240) eligible minors for the first contract term who meet the eligibility requirements to participate in the Operation READ Program. The CONTRACTOR will provide a referral process for other service needs which are provided by outside service agencies. CONTRACTOR will provide the required literacy services at the designated LTC Monday through Friday from 3:00 p.m. to 7:00 p.m., for at least three (3) hours on the weekends consecutively, and at designated schools, housing authorities and parks with an assigned Deputy Probation Officer (DPO). CONTRACTOR shall be reimbursed as set forth in part A, section 13.0 of this contract, for paid tutors, supplies, and related services.

The Operation READ program is designed to: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to at-risk minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation.

The Chinatown Service Center is the lead agency for this project and will coordinate the services at the Literacy Tutoring Center and other designated sites.

/

/

/

/

/

PART A. PERFORMANCE WORK STATEMENT

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR will hire paid tutors, who meet the minimum qualifications, must be eighteen (18) years or older, with a high school diploma or General Equivalency Diploma (GED), and have received training in literacy tutoring (either COUNTY sponsored or COUNTY approved).
- 1.1.2 CONTRACTOR shall maintain accurate records regarding the minor's attendance, participation, and academic achievement. These reports will be collected weekly by the COUNTY Project Monitor.
- 1.1.3 CONTRACTOR shall establish a process that will ensure timely submission of each minor's service plan and that will document all related activities and services provided.
- 1.1.4 CONTRACTOR shall provide each minor with tutoring on a one-on-one basis or in a group of up to ten(10) minors for a minimum of five (5) hours per week, up to eighty (80) hours per minor. There are a total of approximately eight thousand four hundred (8,400) tutoring hours for all minors served reimbursable per CONTRACTOR.
- 1.1.5 CONTRACTOR shall conduct an initial assessment to determine reading grade level for those minors without available academic records. For every forty (40) hours of tutoring, the CONTRACTOR will also re-test the minor. The CONTRACTOR's assessment instrument is to be either COUNTY provided or COUNTY approved.
- 1.1.6 CONTRACTOR shall provide by the tenth (10th) working day of the month a narrative report to the COUNTY Project Monitor that describes the activities at the LTC. Those activities would include, but not be limited to, number of eligible minors and tutors involved in daily activities at the center, the number of referrals for other types of services being provided at the center or in collaboration with other entities. The narrative report shall also include any special incidents, issues to be addressed, noteworthy accomplishments, and any other information that describes the functions of these centers during that month.

2.0 SPECIFIC TASKS/PERFORMANCE OBJECTIVES

To meet the stated outcome goals and objectives, CONTRACTOR shall budget for, and provide at a minimum, the following services:

- The Literacy Tutoring Center (LTC) site;
- The following required daily services: tutoring, homework and literacy assistance at the LTC as well as at designated schools, housing authorities, and parks with an assigned DPO.

Services shall commence November 1, 2003 or following Board approval, services to be provided shall include, but are not limited to the following:

2.1 Center Requirements:

2.1.1 The Literacy Tutoring Center must be located within, adjacent to, and/or currently serving one the following targeted area.

County of Los Angeles 3rd Supervisorial District

2.1.2 The physical location of the LTC must accommodate at least ten (10) minors at one time, Monday through Friday after school 3:00 p.m. to 7:00 p.m. or on the weekends for at least three (3) hours consecutively for "Daily Required Services" that will be sufficient to provide each minor with a minimum of five (5) hours per week of literacy tutoring.

2.2 Eligibility Requirements for Services

Minors referred to the Operation READ Literacy Tutoring Centers are screened for eligibility by the Probation Department for minors At-risk and/or the Department of Children and Family Services for minors having In-Home and Out-of-Home Placements. Eligibility requires that the minor be:

- Reading at least two (2) grade levels below the standard for their age;
- At-risk youth between the ages of ten (10) and seventeen and one half (17.5) years, and
- Priority will be given to older youth who are functioning below fourth (4th) grade level.

2.2.1 Daily Required Services

Minors assigned to the LTC will be required to participate in the following tutoring and literacy services provided by the CONTRACTOR. In order to begin the program, the minor must meet the minimum eligibility requirements. At a minimum, the minor will always need to report to the LTC for one (1) hour per day of "Daily Required Services" on their assigned days, unless otherwise stipulated by the case plan.

2.2.2 Tutoring and Literacy Assistance

Services in this area include educational activities to enhance the participants' ability to succeed academically and to remain in school. Each tutor shall have no more than five (5) minors at a time. Tutors may be assigned to LTC school sites, parks or housing authority sites having DPO supervision. Incentives may be given for grade point improvement and/or other benchmarks of academic success.

Tutoring shall be provided as follows:

- A minimum of one (1) hour per day, or;
- A minimum of five (5) sessions per week, or sufficient to give five (5) hours of instruction per minor;
- CONTRACTOR will maintain sign-in sheets or the equivalent and provide attendance information to the COUNTY Project Monitor;
- English as a second language instruction assistance shall be available when necessary.

2.3 OTHER SERVICE NEEDS

It is highly desired, but not required, that the CONTRACTOR at a minimum develop a referral process for some of the identified "Other Service Needs." The CONTRACTOR may develop a comprehensive plan for the delivery of the "Other Service Needs" by using other agencies, in collaboration with other entities, or by the CONTRACTOR. Any identified "Other Service Needs" must be funded by the CONTRACTOR or by another source of funding. Outside or collaborating entities may consist of private, non-profit, or local governmental agencies. "Other Service Needs" may include, but are not limited to, the following:

2.3.1 Parents' Reading Skills Development

Services to those parents that are interested in understanding how to read to their child. This may include tutoring the parents' or guardian of the minor.

2.3.2 Education/HIV Prevention Training

Services that help the minor make informed choices regarding sexual activity and learn to take responsibility for their behavior.

2.3.3 Drug and Alcohol Education and Counseling

Services designated to educate and counsel minors as to the consequences of substance abuse and prevent the minor from becoming a substance abuser.

2.3.4 Life Skills Training

Services that help the minor develop the ability to be a self-reliant and self-sufficient adult, focusing on the consequences of inappropriate behavior to foster decision-making responsibilities.

2.3.5 Prevocational/Vocational Training

Services that help the minor to prepare for eventual employment and self-reliance, focusing on giving the minor the tools to make effective choices as to a job-training program, along with the development of a basic knowledge of careers and the job market.

2.3.6 Computer Literacy

CONTRACTOR is encouraged to provide computer resources that will enable the minors to acquire basic computer and software skills.

2.3.7 Homework Assistance

CONTRACTOR may provide homework assistance as a daily after school activity while the minor's school is in session (semester or year around format.)

2.3.8 Transportation Services

CONTRACTOR will coordinate and provide transportation services to minors for off-site special events/activities.

3.0 **PERSONNEL**

3.1 Key COUNTY Personnel

3.1.1 COUNTY Contract Manager

The Chief Probation Officer of the County of Los Angeles, or his designee, is designated COUNTY Contract Manager, who will have

full authority to act for COUNTY in all matters connected with this contract consistent with the provisions contained herein.

- 3.1.2 The Contract Manager shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 3.1.3 The Contract Manager is not authorized to make any changes in the terms and conditions of the contract and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of the contract except as provided in Attachment A, Section 19.0.
- 3.1.4 COUNTY will inform the CONTRACTOR of the name, address and telephone number of the Contract Manager at the time the contract is awarded.
- 3.1.5 COUNTY reserves the right to have Contract Manager interview any or all prospective employees of CONTRACTOR.
- 3.1.6 COUNTY will provide Program Monitoring. Each CONTRACTOR will be assigned a COUNTY Project Monitor to be liaison between the CONTRACTOR and the COUNTY Probation staffs.

3.2 Key Contractor Personnel

3.2.1 CONTRACTOR Project Directors

The CONTRACTOR'S Ms. Monica Austin shall be the Project Director for the New Directions for Youth for the 3rd Supervisorial District.

- 3.2.2 The Project Director or an approved alternate shall be assigned locally and be available by telephone between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays. The Project Director shall provide overall management and coordination of contract services on the CONTRACTOR's behalf, and shall act as the central point of contact with Probation.

When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Contract Manager, an equally qualified individual shall be designated to act for the Project Director.

- 3.2.3 The Project Director shall have full authority to act for the CONTRACTOR on all contract matters related to the daily operation of this contract.

- 3.2.4 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.
- 3.2.5 The Project Director will oversee the contract operations and must have a minimum of two (2) years of demonstrated previous experience within the past five (5) years, in the management and operation of justice related projects or functions of similar scope.
- 3.2.6 The Project Director and alternate(s) must be able to read, write, speak, and understand English.
- 3.2.7 COUNTY shall have the right to review and approve the potential Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

3.3 Other Contractor Obligations

- 3.3.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract. (COUNTY shall have the right to review and approve potential staff prior to assignment.)
- 3.3.2 All personnel must be able to read, write, spell, speak and understand English. For some tasks, personnel who can read, write, spell, speak, and understand other languages may be required.
- 3.3.3 The CONTRACTOR shall insure that by first day of employment, all persons with access to juvenile information have signed an acknowledgment that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to Contract Manager within five (5) business days of start of employment. (Refer to Attachment C)
- 3.3.4 The CONTRACTOR shall give advance notice to COUNTY'S Contract Manager, in writing within ten (10) business days, of any change in CONTRACTOR personnel assigned to perform any work on this contract.

3.4 Contractor Employee Acceptability

The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee working on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

3.5 Conflict of Interest

See Standard Terms and Conditions, Attachment A, Section 31.0.

3.6 Employee Benefits and Acknowledgment of Employer

CONTRACTOR will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits. An acknowledgment that each employee understands that they are an employee of CONTRACTOR and not an employee of Los Angeles County must be signed by each employee of CONTRACTOR employed at the site by first day of employment (Refer to Attachment D). Original acknowledgment must be kept by the CONTRACTOR and a copy must be filed within five (5) business days of employment, with the Los Angeles County, Department of Human Resources, Worker's Compensation Division, Claims Section, 3333 Wilshire Blvd., Los Angeles, CA 90010. Forward a copy to the COUNTY'S Project Manager, as described on page 18, item 13.3.

3.7 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 3.7.1 through 3.7.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

3.7.1 No personnel employed by the CONTRACTOR for this program having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this program is approved (in writing) by the Probation Department.

3.7.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR's prospective employees prior to employment and further reserves the right to conduct a background investigation of CONTRACTOR's employee at any time and to bar such employee from working on the contract under appropriate circumstances.

3.7.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any employee.

3.7.4 CONTRACTOR and employees of the CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal

conviction record, or any pending criminal trial, to the Probation Department.

3.7.5 The CONTRACTOR shall submit names of employees to the Contract Manager within five (5) business days of the date of hire. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

3.7.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR as referenced in Section 3.7.2 above to recover expense. The current charge is \$32.00 per record check and is subject to change.

3.8 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 19.0, Changes and Amendments of Terms, shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

3.9 Use of Subcontractors

CONTRACTOR is responsible for the performance of any subcontractor. COUNTY must approve all subcontractors, subcontracts and their insurance certificates before any subcontracts can take effect. (Attachment A, Section 13.0).

3.10 Considering of Hiring County Employees Targeted for Layoffs

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are on a re-employment list during the life of this contract.

3.11 Consideration of Hiring Participants of the GAIN/GROW Program

Should CONTRACTOR require additional or replacement personnel after the effective date of this contract, Contractor shall give consideration (in conjunction with Section 3.10 above) for any such employment opening to participants of the COUNTY'S Department of Public Social Services, Greater

Avenues for Work (GROW) Program who meet CONTRACTOR'S minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

3.12 Work Outside of Scope of Contract

The CONTRACTOR agrees that any work performed outside the scope of the "Performance Work Statement" section of this document, without the prior written approval of the COUNTY in accordance with Attachment A, Section 22.0, Charges and Amendments of Terms shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim there fore against the COUNTY.

CONTRACTORS shall complete and return the form, "Attestation of willingness to consider GAIN /GROW participants," Form 9, hereunder, with their proposal.

CONTRACTORS shall complete and return the form, "Attestation of Willingness to Consider GAIN/GROW Participants", Form 9, hereunder, with their proposal.

4.0 PERFORMANCE REQUIREMENT SUMMARY

A standard level of performance will be provide required of CONTRACTOR in providing services that will assist the Probation Department in successfully accomplishing outcomes in the areas of: 1) promote collaborative crime reduction strategies based upon raising the academic achievement and literacy levels of minors, and 2) offer individual attention to minors in the foster care and in-home-placement systems that will raise their academic achievement and literacy levels. Identified measures include, but are not limited to: increased academic achievement, increased school attendance, increased school participation, reduction in juvenile arrests, and successful completion of probation. Attachment B summarized the required services, performance standards, maximum allowable deviation from the standards, monitoring methods to be used by the COUNTY, and monetary damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR's compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in a deduction from CONTRACTOR's monthly payment as determined by COUNTY.

5.0 QUALITY CONTROL PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under the contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

- 5.1 An inspection system covering all the services listed in Attachment B, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual who will perform the inspection.
- 5.2 The methods for identifying and prevention deficiencies in the quality of service performed before level of performance becomes unacceptable.
- 5.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of this contract.
- 5.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the CONTRACTOR's employees or any other unusual occurrence (i.e. power loss) which would result in the CONTRACTOR being unable to perform the contracted work.
- 5.5 The methods for assuring that confidentiality of juvenile records are maintained while in the care of the CONTRACTOR's employees.
- 5.6 The methods for maintaining security of records and prevention of lost or destruction of data.

6.0 QUALITY ASSURANCE (MONITORING)

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

6.1 Performance Evaluation Meetings

The Project Director or his alternate shall meet at least weekly with the COUNTY Contract Manager during the first three (3) months of the contract, if COUNTY Contract Manager finds it necessary. However, a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the CONTRACTOR's Project Director and the COUNTY Contract Manager. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

6.2 After the first three (3) months of operation, regular performance evaluation meetings shall be held weekly in accordance with a mutually agreed upon schedule.

6.3 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be immediately removed and replaced by the CONTRACTOR within twenty-four (24) hours.

The COUNTY will evaluate the CONTRACTOR's performance under this contract using the quality assurance procedures specified in Attachment B, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

7.0 CONFIDENTIALITY

The CONTRACTOR shall be responsible for safeguarding all Probation information provided for use by the CONTRACTOR.

7.1 Confidentiality of Juvenile Records

By State law (California Welfare and Institutions Code Sections 827 and 828, and Penal Code Sections 1203.05, and 1203.09 and 11140 through 11144) all juvenile records and Probation case information which is in the CONTRACTOR's care and possession is confidential and no information related to any individual is to be in any way relayed to anyone except those authorized employees of the Los Angeles County Probation Department and law enforcement agencies.

7.1.1 Employees of CONTRACTOR(s) shall be given copies of all cited code sections, and a form to sign (Refer to Attachment A) regarding the confidentiality of the information in the juvenile records. Copies of

this form are to be sent to Contract Manager within five (5) business days of start of employment.

8.0 HOURS OF SERVICE AND RECOGNIZED HOLIDAYS

8.1 Service Hours

At a minimum, the LTC sites are to be open to provide services on a daily basis, Monday through Friday, between the hours of 3:00 p.m. and 7:00 p.m., and for at least three hours on the weekends consecutively. Service hours may include time during or after school day at school sites, housing authorities, or parks where there are assigned DPO'S.

8.2 Recognized Holidays

The CONTRACTOR may be required to provide service on COUNTY-recognized holidays. These holidays change from year to year. The Contract Manager will provide the CONTRACTOR, upon request, with a list of COUNTY holidays for 2003/2004 and the succeeding years.

9.0 GOVERNMENT OBSERVATIONS

COUNTY and/or personnel from other governmental jurisdictions, the California Board of Corrections or their representative, the Contract Manager and Quality Assurance Evaluator, may from time to time be authorized by the Probation Department to observe contract operations. However, these personnel will not unreasonably interfere with CONTRACTOR's performance.

10.0 DEFINITIONS

10.1 Acceptable Quality Level (AQL)- A measure to express the leeway or variance from a standard before Probation can apply damages as specified in Attachment B. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that the COUNTY recognizes that defective performance sometime happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR's service.

10.2 Administrative Assistant – A COUNTY employee working with the Project Monitor, will be the referring agent for minors participating in Operation READ who are released from the camps or halls and returning to the community and will assist with monitoring the program.

10.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service. The

CDR requires a response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.

- 10.4 Contract Start Date – The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 10.5 CONTRACTOR Project Director - CONTRACTOR's officer or employee responsible for administering the contract after contract award.
- 10.6 COUNTY's Project Manager – The Probation representative responsible for daily management of contract operation and overseeing monitoring activities.
- 10.7 Enforcement - The COUNTY Contract Manager shall be responsible for the enforcement of this Agreement on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event that COUNTY commences legal proceedings for the enforcement of this contract or recovery of the premises used herein, the CONTRACTOR agrees to pay any sum which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 10.8 Literacy Tutoring Centers – The contracted sites that are within, adjacent to, and/or currently serving one (1) of the five (5) targeted areas and that are responsible for receiving referrals for the Program and providing the tutoring services to the eligible minor.
- 10.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by the COUNTY to insure contract performance standards are met by the CONTRACTOR. (Refer to Attachment B)
- 10.10 Program Monitor - A COUNTY employee who acts as liaison between the CONTRACTOR and the Probation Department. This person will keep the records for the tutors' hours, tutors' training, minors' hours and minors' progress, receive reports and assist in the assessment of minors.
- 10.11 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR's compliance with the contract.
- 10.12 Quality Control Program – All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements.
- 10.13 Targeted Areas - Sites/locations determined to have large numbers of the Probation Department and/or Department of Children and Family Services youth. There is one (1) targeted area for each of the five (6) supervisorial districts.

11.0 PERIOD OF PERFORMANCE

Subject to the termination provisions set forth herein, Attachment A (Sections 4.0, 5.0, 6.0, 7.0, and 10.0, and financial limitations imposed by Section 8.0 and 35.0, the term of this contract shall commence November 1, 2003 or following Board approval. Contingent upon available funding, it may be extended by the Chief Probation Officer upon mutual agreement for one (1) additional twelve (12) month period.

The term of the contract may be extended beyond the stated expiration date, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of CONTRACTOR, by amendment to the contract and not by letter. All terms of the contract in effect at the time of extending the term shall remain in effect for the duration of the extension. Compensation for work performed during the extension period will be prorated on a monthly basis, where applicable, and on a daily basis for periods of time less than a month.

12.0 CONTRACT FEES

The contract maximum for the LTC site in the 3rd Supervisorial District is as follows:

One LTC site \$146,000

Where applicable, CONTRACTOR shall make every effort to use other available and appropriate funding resource to enhance the Operation READ Program.

13.0 REIMBURSEMENT FOR SERVICES

13.1 LTC site shall be compensated based on a modified Fee-For-Service basis. An hourly compensation of \$15.00 for each hour of paid literacy instructions provided to an eligible minor as established for each LTC site.

An example of such funding for an LTC site serving two hundred forty (240) minors for approximately forty (40) hours each would be:

240	minors
x40	hours
9,600	total hours of instruction
x \$15	reimbursement per hour
\$ 144,000	amount reimbursable

In addition, LTC site(s) may receive up to two thousand dollars (\$2,000) cost reimbursement for the purchase of supplies and related services (e.g., bus passes, tokens, etc.) to be used in connection with this contract. This sum may also be utilized for tutoring as specified above.

13.2 Payment to CONTRACTOR will be made in arrears monthly within thirty (30) days after submission of a monthly invoice form. The hourly compensation rate shall be applied to the number of hours each eligible minor is tutored. CONTRACTOR will be paid the contract fee less any amount deducted for substandard performance as determined by the performance requirements and on approval of the invoices submitted subject to auditory requirements of the COUNTY Auditor-Controller. All billing shall clearly reflect and provide reasonable detail of the services and amount for which claim is made.

Actual monthly payment is based on individual case status at the close of the last day in the month.

13.3 All invoices under this contract shall be submitted to the following address:

County of Los Angeles Probation Department
Juanita Stanley, Project Manager
9150 East Imperial Highway, P94
Downey, California 90242

14.0 REGULATIONS

California statutes which pertain to the confidentiality of juvenile and adult records include without limitation Welfare and Institutions Code Section 827 and 828 and Penal Code Sections 1203.5 and 1203.10 and 11140 through 11144 which govern the confidentiality of juvenile records.

15.0 NOTICE OF EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (Refer to Attachment L).

16.0 INSURANCE REQUIREMENTS

The CONTRACTOR shall be responsible for complying with insurance requirements described in Attachment A, 15.0, INSURANCE REQUIREMENTS.

17.0 STANDARD TERMS AND CONDITIONS

Standard Terms and Conditions for Los Angeles County Service Contracts are attached hereto as Attachment A.

18.0 SUBCONTRACTING

The requirements of this contract may not subcontracted by the CONTRACTOR without the advance written approval of the COUNTY. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed material breach of this contract.

19.0 MERGER PROVISION

The documents as stated below form a part of this contract. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the contract and the following attachments, said conflict or inconsistency shall be resolved by giving precedence first to the contract, then to Attachments A, B, C, D, E, F, G, H, I, J, K, L, M, N and O according to the order that they appear.

This contract, the attachments hereto, constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, between the parties relating to the subject of this contract.

20.0 SERVICE INTERRUPTION NOTIFICATION

In the event CONTRACTOR experiences any type of service interruption, CONTRACTOR shall make every effort to notify COUNTY within one (1) working day of said interruption or incident. The CONTRACTOR shall plan for such incidences to ensure the standard quality of services will continue during this period.

20.1 NON-PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT

CONTRACTOR shall have no claim against COUNTY for payment of any money reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this contract. Should CONTRACTOR receive any such payment, CONTRACTOR shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this contract shall not constitute a waiver of COUNTY'S right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this contract.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has executed these presents by causing them to be subscribed by the Chairman, the Seal of said board to be affixed hereto and attested by the Executive Officer and Clerk hereof, and the CONTRACTOR has caused this contract to be signed by its duly authorized officers the day, month, and year first above written.

COUNTY OF LOS ANGELES

BY _____
Chairman, Board of Supervisors

ATTEST:

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

Violet Varona-Lukens
Executive Officer-Clerk of the
Board of Supervisors

BY _____
Deputy

NEW DIRECTIONS FOR YOUTH

BY _____

Typed or Printed Name

Title

APPROVED AS TO FORM:

LLOYD W. PELLMAN
COUNTY COUNSEL

BY _____
GORDON TRASK
PRINCIPAL DEPUTY
COUNTY COUNSEL

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

STANDARD TERMS AND CONDITIONS

TABLE OF CONTENTS

Page No.

1.0	ADMINISTRATION.....	25
2.0	CONTRACTOR'S SERVICE.....	25
3.0	TAX LIABILITY LIMITATION	25
4.0	TERMINATION FOR CONVENIENCE OF COUNTY	25
5.0	TERMINATION FOR DEFAULT OF CONTRACTOR.....	26
6.0	TERMINATION FOR DEFAULT OF INSOLVENCY.....	27
7.0	TERMINATION OF IMPROPER CONSIDERATION	27
8.0	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION	28
9.0	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM.....	28
10.0	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM.....	29
11.0	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO MINOR SUPPORT ENFORCEMENT	29
12.0	INDEPENDENT CONTRACTOR STATUS	29
13.0	SUBCONTRACTING	29
14.0	INDEMNIFICATION	30
15.0	INSURANCE.....	30
16.0	COVENANT AGAINST CONTINGENT FEES.....	33
17.0	GOVERNING LAWS	33
18.0	COMPLIANCE WITH LAWS	33
19.0	CHANGES AND AMENDMENTS OF TERMS	34
20.0	ASSIGNMENT	34
21.0	RECORD RETENTION AND INSPECTION.....	35
22.0	AUDIT SETTLEMENT	35
23.0	DISCLOSURE OF INFORMATION	35
24.0	NOTICE OF DELAYS	36
25.0	VALIDITY	36
26.0	WAIVER.....	36
27.0	NOTICES	36
28.0	IMMIGRATION REFORM AND CONTROL ACT OF 1986	37
29.0	ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS	37
30.0	NONDISCRIMINATION IN EMPLOYMENT	37
31.0	CONFLICT OF INTEREST.....	38
32.0	COMPLETION OF CONTRACT	38
33.0	COUNTY LOBBYIST ORDINANCE.....	39
34.0	CONFIDENTIALITY	39
35.0	BUDGET REDUCTIONS	40
36.0	AUTHORIZATION WARRANTY... ..	40
37.0	AUDITS.....	40
38.0	ACCOUNTING.....	40
39.0	RETURN OF UNEXPENDED FUNDS.....	40
40.0	NEPOTISM	40

41.0	COUNTY COMMUNITY STANDARDS	41
42.0	PERMITS AND LICENSES	41
43.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	41
44.0	RECYCLED PAPER	41
45.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT	41
46.0	CONTRACTOR DEBARMENT	42
47.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	43
48.0	NOTICE TO EMPLOYEE'S REGARDING THE SAFELY SURRENDER BABY LAW	45
49.0	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDER BABY LAW....	45

/

/

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

1.0 ADMINISTRATION

The requirements are set forth in Part A "Performance Work Statement".

2.0 CONTRACTOR'S SERVICE

CONTRACTOR shall provide services for the Los Angeles County Probation Department in the County of Los Angeles 3rd Supervisorial District, one (1) of the five (5) targeted areas in the manner and form described in Part A, Section 2.0.

3.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this contract or CONTRACTOR'S performance hereunder.

4.0 TERMINATION FOR CONVENIENCE OF THE COUNTY

4.1 Performance of services under this contract, may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a thirty (30) day prior written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

4.2 After receipt of the Notice of Termination and except as otherwise directed by COUNTY, CONTRACTOR shall:

4.2.1 Stop services under this contract on the date and to the extent specified in the Notice of Termination.

4.2.2 Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.

4.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, his termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit his termination claim and invoice within the time allowed, COUNTY may determine on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR by reason of the total or partial termination of work pursuant to this clause. Said amount may include a reasonable allowance for profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount; subject to other

limitations and provided that such amount shall not exceed the total funding obliged under this contract as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

4.4 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years after completion of the contract, or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

4.5 CONTRACTOR shall make available to COUNTY and all authorized State and Federal agencies, at all reasonable times, at the office of CONTRACTOR, all his books, records, documents, including all pertinent cost accounting, financial records and proprietary data. Such material must be kept and maintained for a period of five (5) years or until such time as all audits are complete, whichever is later. In the event that records are located outside the County of Los Angeles, then CONTRACTOR shall pay COUNTY for travel and per diem costs in connection with an inspection or audit.

5.0 TERMINATION FOR DEFAULT OF CONTRACTOR

5.1 COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate the whole or any part of this contract in any one of the following circumstances.

5.1.1 If CONTRACTOR fails to perform the service within the time specified or any extension thereof; or

5.1.2 If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from COUNTY specifying such failure.

5.2 In the event COUNTY terminates this contract in whole or in part as provided in this section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any excess costs for such similar services.

5.3 If, after notice of termination of this contract under provision of this clause, it is determined for any reason that CONTRACTOR was not in default under

the provisions of this clause or that the default was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the "Termination for Convenience of the County."

6.0 TERMINATION FOR DEFAULT FOR INSOLVENCY

6.1 COUNTY may cancel this contract for default in the event of the occurrence of any of the following:

6.1.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

6.1.2 The filing of a voluntary petition to bankruptcy;

6.1.3 The appointment of a Receiver or Trustee for CONTRACTOR;

6.1.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

6.2 The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the contract or securing favorable treatment with respect to the award, amendment or extension of the contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

CONTRACTOR shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-8861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION

COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this contract. All funds for payments after June 30th of the current fiscal year are subject to COUNTY's legislative appropriation for this purpose. Payments during subsequent fiscal periods are dependent upon the same action. In the event this contract extends into succeeding fiscal year periods, and, if the Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year's payments, then the affected services shall be terminated as of June 30th of the then current fiscal year. COUNTY shall notify CONTRACTOR in writing of such non-allocation at the earliest possible date.

9.0 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered minor, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Minor Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5 and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706,031 and Family Code Section 5246(b).

10.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 9.0, "CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S MINOR SUPPORT COMPLIANCE PROGRAM" shall constitute a default by CONTRACTOR under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the County Board of Supervisors may terminate this contract pursuant to Section 5.0 TERMINATION FOR DEFAULT OF CONTRACTOR.

11.0 CONTRACTOR's ACKNOWLEDGMENT OF COUNTY's COMMITMENT TO MINOR SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of minor support laws and the apprehension of minor support evaders.

CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parent's poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

12.0 INDEPENDENT CONTRACTOR STATUS

This contract is by and between the County of Los Angeles and CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, or association as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this contract.

13.0 SUBCONTRACTING

13.1 No performance of this contract or any portion thereof may be subcontracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to subcontract any performance of the terms of this contract without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this contract. In the event of such a breach, this contract may be terminated forthwith.

13.2 In the event COUNTY should consent to subcontracting, each and all of the provisions of this contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective parties.

13.3 In the event that COUNTY should consent to subcontracting, the CONTRACTOR shall include in all subcontracts the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."

14.0 INDEMNIFICATION

CONTRACTOR agrees to indemnify, defend and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions,

fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this contract.

15.0 INSURANCE

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this contract, CONTRACTOR shall provide and maintain, and shall require all of its sub-contractors to maintain, the following programs of insurance specified in this contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

15.1 **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to **Los Angeles County Probation Department, 9150 East Imperial Highway, Downey, California 90242, Attention: Karen Reed, Contract Analyst, Contracts Management Division, Room C-29**, prior to commencing services under this contract. Such certificates or other evidence shall:

- 15.1.1 Specifically identify this contract.
- 15.1.2 Clearly evidence all coverages required in this contract.
- 15.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- 15.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this contract.
- 15.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

15.2 **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

15.3 **Failure to Maintain Coverage:** Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

15.4 **Notification of Incidents, Claims or Suits:** CONTRACTOR shall report to COUNTY:

15.4.1 Any accident or incident relating to services performed under this contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within twenty-four (24) hours of occurrence.

15.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this contract.

15.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY contract manager.

15.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this contract.

15.5 **Compensation for County Costs:**

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

15.6 **Insurance Coverage Requirements:**

15.6.1 General Liability insurance (written on ISO policy form CG 0001 or its equivalent) with limits of not less than the following

15.6.1.2 General Aggregate: (\$2,000,000)

15.6.1.3 Products/Completed Operations Aggregate:
(\$1,000,000)

15.6.1.4 Personal and Advertising Injury: (\$1,000,000)

15.6.1.5 Each Occurrence: (\$1,000,000)

15.6.2 Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than (\$1,000,000) for each accident. Such insurance shall include coverage for all “owned”, “hired” and “non-owned” vehicles, or coverage for “any auto”.

15.6.3 Workers Compensation and Employers’ Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker’s Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employer’s Liability coverage with limits of not less than the following:

Each Accident:	\$1,000,000
Disease – policy limit:	\$1,000,000
Disease – each employee:	\$1,000,000

15.6.4 Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than five percent (5%) of the property value, and shall include:

15.6.4.1 Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual value of County-owned or leased property.

15.6.4.2 Real Property and All Personal Property – Special form (“all-risk”) coverage for the full replacement value of County-owned or leased property.

16.0 COVENANT AGAINST CONTINGENT FEES

CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon a contract or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, COUNTY shall have the right to terminate this contract and, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

17.0 GOVERNING LAWS

This contract shall be construed in accordance with and governed by the laws of the State of California.

18.0 COMPLIANCE WITH LAWS

- 18.1 CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein, are hereby incorporated by this reference.
- 18.2 CONTRACTOR shall indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of CONTRACTOR of such laws, rules, regulations and ordinances.
- 18.3 In the event that the rules and regulations, guidelines, procedures and standards are amended at any time subsequent to the making of this contract, COUNTY shall appropriately notify the CONTRACTOR in writing. Upon such notification CONTRACTOR shall have the option of notifying COUNTY that it cannot comply with such amendments, in which case this contract may be terminated by CONTRACTOR in accordance with Paragraph 5.0. Termination of the obligation of the CONTRACTOR to serve persons who would have received services under this contract.
- 18.4 If in the occurrence of this contract a dispute arises concerning questioned costs, the CONTRACTOR shall request a meeting with the COUNTY Contract Manager's designee within thirty (30) days from the date of the notice of questioned costs.

If the CONTRACTOR fails to request or meet with the COUNTY Contract Manager's or his/her designee within thirty (30) days, the questioned costs become disallowed.

If the questioned costs are not satisfactorily resolved within twenty-one (21) days after the meeting or within fifty-one (51) days from the date of the notice of the questioned costs, the CONTRACTOR may request that the issue be resolved by the COUNTY Contract Manager.

The final determination of disallowed costs shall be made by the COUNTY Contract Manager within seventy-two (72) days from the date of the notice of questioned costs.

The CONTRACTOR has fourteen (14) days to make payment on the disallowed costs.

Nowhere shall the issues of dispute supersede, replace nor be in conflict with Federal, State and local regulations, laws and codes.

19.0 CHANGES AND AMENDMENTS OF TERMS

COUNTY reserves the right to change any portion of the work required under this contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 19.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY's Chief Probation Officer or his designee and CONTRACTOR's Project Director.
- 19.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included in this contract, a negotiated modification to this contract shall be executed by the Los Angeles County Board of Supervisors and CONTRACTOR.
- 19.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY's Chief Probation Officer warrants execution by the Board of Supervisors.

20.0 ASSIGNMENT

This contract, or any interest therein, including any claims for monies due or to become due with respect thereto, may be assigned only upon the written consent of the other party and any prohibited assignment shall be null and void. Any payments to any assignee of any claim under this contract, in consequence of such consent, shall be subject to set-off, recoupment or other reduction for any claim which one party may have against the other.

21.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies or any duly authorized representative to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this contract. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this contract, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Los Angeles, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit.

22.0 AUDIT SETTLEMENT

If, at any time during the term of this contract or at any time after the expiration or termination of this contract, authorized representatives of COUNTY or State Board

of Corrections conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment, or (2) at Project Director's option, credited against any future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment, provided that in no event shall COUNTY's maximum obligation for this contract, as set forth in Part A, Section 12.0 (Contract Fees), be exceeded.

23.0 DISCLOSURE OF INFORMATION

CONTRACTOR shall not disclose any details in connection with this contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY shall not inhibit CONTRACTOR from publicizing its role under this contract within the following conditions:

23.1 CONTRACTOR shall develop all publicity material in a professional manner.

23.2 During the course of performance on this contract, CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of COUNTY or State Board of Correction without the prior written consent of the Chief Probation Officer or his designee.

24.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

25.0 VALIDITY

The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision.

26.0 WAIVER

No waiver of a breach of any provision of this contract by COUNTY shall constitute a waiver of any other breach of said provision or any other provision of this contract. Failure of COUNTY to enforce at any time, or from time to time, any

provision of this contract, shall not be construed as a waiver thereof. The remedies of COUNTY herein reserved shall be cumulative and additional to any other remedies in law or equity.

27.0 NOTICES

27.1 Notices required or permitted to be given under the terms of this contract or by any law now or hereafter in effect may, at the option of the party giving notice, be given by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States, Post Office or substation thereof, or any public mail box; and any such notice and the envelope containing same shall be addressed to CONTRACTOR at his place of business, or such other place as may be hereinafter designated in writing by CONTRACTOR. The notices and envelopes containing same to COUNTY shall be addressed to:

**Chief Probation Officer
Probation Department
9150 E. Imperial Highway
Downey, CA 90242**

Written notice shall be sent by mail to CONTRACTOR's Project Manager addressed as follows:

New Directions for Youth
Ms Monica Austin, Program Manager
7400 Van Nuys, Suite 203
Van Nuys, California 91405

27.2 In the event of suspension or termination of the contract, notices may also be given upon personal delivery by COUNTY to any person whose actual knowledge of such suspension or termination would be sufficient notice to CONTRACTOR.

27.3 The Chief Probation Officer shall have authority to execute all notices required or permitted to be given here.

28.0 IMMIGRATION REFORM AND CONTROL ACT OF 1986

CONTRACTOR warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 ((P.L.99-603). CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulation as they currently exist and as they may

be hereafter amended. CONTRACTOR shall retain such documentation for all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this contract.

29.0 ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000e (17), to the end that no person shall, on grounds of race, creed, color, sex, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract.

30.0 NONDISCRIMINATION IN EMPLOYMENT

30.1 CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

30.2 CONTRACTOR shall take affirmative action to ensure that qualified proponents are employed and that employees are treated during employment without regard to race, color, religion, sex, ancestry, national origin, age or condition of physical or mental handicap or marital status, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, or termination, rates or pay or other forms of compensation and selection of training, including apprenticeship.

30.3 CONTRACTOR shall deal with its subcontractors, proponents, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age or condition of physical or mental handicap or marital status, or political affiliation.

30.4 CONTRACTOR shall give COUNTY representative access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by COUNTY.

30.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this contract. While

COUNTY reserves the right to determine independently that the anti-discrimination provisions of this contract have been violated, in addition, a determination by the California Fair Employment Practices Commission of the Federal Equal Employment Opportunity Commission that CONTRACTOR has violated State and Federal anti-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the anti-discrimination provisions of this contract.

- 30.6 The parties agree that in the event CONTRACTOR violates the anti-discrimination provisions of this contract, COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating or suspending this contract.

31.0 CONFLICT OF INTEREST

CONTRACTOR represents and warrants that no COUNTY employee whose position in COUNTY enables him/her to influence the award of this contract, and no spouse or economic dependent of such employee is or shall be employed in any capacity by CONTRACTOR herein or does or shall have any direct or indirect financial interest in this contract.

32.0 COMPLETION OF CONTRACT

- 32.1 If CONTRACTOR is not expected to continue to provide services beyond the end of the current contract, at least thirty (30) days prior to the end of the current contract, CONTRACTOR shall provide the consulting services to Probation personnel for orientation to ensure a smooth transition from CONTRACTOR providing services back to the COUNTY or another contractor. CONTRACTOR shall make reasonable provisions for inspection and observation of work procedures of CONTRACTOR personnel during the transition period. In addition, CONTRACTOR shall explain and return to COUNTY, as requested, all reports, documents, data files and computer systems developed and/or used in connection with CONTRACTOR's performance hereunder.
- 32.2 Upon expiration of the contract, or in the event of termination, on the demand of the COUNTY Contract Manager, all files and related documents, reports, records, correspondence, policies and procedures manuals, and all other documents relating to the operations of services under the contract shall be returned to the COUNTY as the Contract Manager may direct. All the materials described above shall be understood to be the property of COUNTY and CONTRACTOR shall have the right to retain a copy of all non-confidential materials relating to the operations of services under this contract for non-commercial research and education purposes.

32.3 Upon expiration or termination of the contract, CONTRACTOR shall deliver to COUNTY all client folders, including all work completed or in progress within fifteen (15) business days after termination of the contract.

32.4 If CONTRACTOR fails to adhere to the above work and standards, COUNTY shall have the right to withhold up to fifty percent (50%) of the last months' payment as liquidated damages.

33.0 COUNTY LOBBYIST ORDINANCE

CONTRACTOR and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any County lobbyist or County lobbying firm retained by CONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this contract (Refer to Attachment I).

34.0 CONFIDENTIALITY

CONTRACTOR shall maintain the confidentiality of all its records, including but not limited to billings, COUNTY records, and patient records, in accordance with all applicable Federal, State and local laws, regulations, ordinances and directives relating to confidentiality. CONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this contract. As a condition of employment, all employees of CONTRACTOR must sign and adhere to the attached "Confidentiality of CORI Information" (Refer to Attachment C).

35.0 BUDGET REDUCTIONS

In the event that County's Board of Supervisors adopts a Revised Fiscal Year 2003-2004 County Budget which provides for reductions in salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, COUNTY reserves the right to reduce its payment obligation correspondingly for Fiscal Year 2003-2004 services provided by CONTRACTOR under this contract. COUNTY'S notice to CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) days of the Board's approval of such actions. CONTRACTOR shall continue to provide all of the services set forth in the contract.

36.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatory to this contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this contract have been accomplished.

37.0 AUDITS

The CONTRACTOR agrees that in the event this contract is subject to audit exceptions by COUNTY or the State, it shall pay to the COUNTY the full amount of the CONTRACTOR's liability for such audit exceptions upon demand by the COUNTY.

38.0 ACCOUNTING

CONTRACTOR must establish and maintain on a current basis an adequate accounting system in accordance with generally accepted accounting principles and standards.

39.0 RETURN OF UNEXPENDED FUNDS

CONTRACTOR agrees that upon completion or termination of this contract, any advanced funds which exceed payments due to the CONTRACTOR under this contract shall be returned to the COUNTY within thirty (30) calendar days after contract completion or termination date.

40.0 NEPOTISM

CONTRACTOR shall not hire nor permit the hiring of any person in a position funded under this contract if a member of the person's immediate family is employed in an administrative capacity by the CONTRACTOR.

For the purposes of this section, the term "immediate family" means spouse, minor, mother, father, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, step-parent, and step-minor.

The term "administrative capacity" means persons who have overall administrative responsibility for a program including selection, hiring or supervisory responsibilities.

41.0 COUNTY COMMUNITY STANDARDS

Community-based service providers are required to meet the COUNTY's community standards with regard to property maintenance, graffiti abatement and landscaping.

42.0 PERMITS AND LICENSES

CONTRACTOR shall obtain all the necessary licenses and permits necessary for the performance of this contract prior to its implementation.

43.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015. (Refer to form L)

44.0 RECYCLED PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY's landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the contract.

45.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

45.1 A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.

45.2 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, the COUNTY may determine whether the CONTRACTOR is responsible based on a review of the CONTRACTOR'S performance on any contracts, including but not limited to COUNTY contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the CONTRACTOR against public entities. Labor law violations which are the fault of subcontractor and of which the CONTRACTOR had no knowledge shall not be the basis of a determination that the CONTRACTOR is not responsible.

45.3 The COUNTY may debar a CONTRACTOR to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the CONTRACTOR has done any of the following: (1) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform this contract with the COUNTY or a contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same, (2) committed an act or omission which indicates a lack of business integrity or business honesty, or (3) made or submitted a false claim against the COUNTY or any other public entity.

45.4 If there is evidence that the highest ranked CONTRACTOR may not be responsible, the Department will notify the CONTRACTOR in writing of the evidence relating to the CONTRACTOR'S responsibility, and its intention to recommend to the Board of Supervisors that the CONTRACTOR be found not

responsible. The Department shall provide the CONTRACTOR and/or the CONTRACTOR'S representative with an opportunity to present evidence as to why the CONTRACTOR should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation. If the CONTRACTOR fails to avail itself of the opportunity to rebut the Department's evidence, the CONTRACTOR may be deemed to have waived all rights of appeal.

45.5 If the CONTRACTOR presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the CONTRACTOR shall reside with the Board of Supervisors.

45.6 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

46.0 CONTRACTOR DEBARMENT

46.1 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, the COUNTY may debar the CONTRACTOR from bidding on other COUNTY contracts for a specified period of time, not to exceed three (3) years, and the COUNTY may terminate any or all of the CONTRACTOR'S existing contracts with COUNTY, if the Board of Supervisors finds in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted false claim against the COUNTY or any other public entity.

46.2 If there is evidence that the highest ranked CONTRACTOR may be subject to debarment, the Department shall notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment, and shall advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.

46.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR'S representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing

Board, the CONTRACTOR, may be deemed to have waived all rights of appeal.

46.4 A recode of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

46.5 These terms shall also apply to proposed subcontractor of CONTRACTOR on COUNTY contracts.

47.0 COMPLIANCE WITH JURY SERVICE PROGRAM

A. Jury Service Program

This contract is subject to the provisions of the COUNTY'S ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Section 2.203.010 through 2.203.090 of the Los Angeles County Code Attachment M.

B. Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the COUNTY'S satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code) CONTRACTOR shall have an adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a County contractor and has received or will receive an aggregate sum of \$45,000 or more in any twelve (12) month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long standing practice that defines the

lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Contract commenced, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the COUNTY'S satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. CONTRACTOR'S violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

48.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment O of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

49.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY'S policy to encourage all COUNTY

CONTRACTORS to voluntarily post the COUNTY’S “Safely Surrendered Baby Law” poster in a prominent position in the Subcontractor’s place of business. The COUNTY’S Department of Children and Family Services (CDFS) will supply the CONTRACTOR with the poster to be used. CONTRACTORS should call (213) 351-5886 to request a poster.

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENT SUMMARY

AND

PERFORMANCE REQUIREMENT SUMMARY CHART

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY

This attachment lists required services which will be monitored by the COUNTY during the term of this contract; the required standard of service; the method of COUNTY surveillance; the maximum deviation from the standard which can occur before damages can be assessed, and the monetary damages for exceeding the maximum deviation.

Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of surveillance which may be used include, but are not limited to, the following:

Random and/or Judgmental Sampling

Random and/or One hundred percent inspection

User complaints

Criteria for Determination of Payment

CONTRACTOR, shall invoice Probation monthly in arrears and Probation will pay to CONTRACTOR, within 30 days upon receipt of proper invoice, the monthly payment less any deductions for performance variance. Payments will be made monthly and only for services rendered within the acceptable quality levels as set forth in the Performance Requirements Summary section in the RFP. (Refer to Part A, Section 4.0).

If performance of a service is unacceptable as determined by COUNTY, COUNTY will not be obligated to pay the full percentage for that service when performance does not conform to the requirements of the contract. The COUNTY shall have the right to reduce the contract price to reflect the reduced value of the service provided.

Probation will make reasonable efforts to resolve problems. When the performance is unacceptable, the Probation Department will complete a Contact Discrepancy Report (CDR). The CDR will require the CONTRACTOR to respond in writing and explain the unacceptable performance, as well as how recurrences of the problem will be prevented. COUNTY will evaluate the CONTRACTOR's explanation and determine if full payment, partial payment, or the contract termination process is applicable.

Instances of unacceptable performance may come to the attention of Probation personnel through complaints made by the judiciary, court referrals and other sources. The complaints will be brought to the attention of the CONTRACTOR. Complaints may result in a formal examination of the CONTRACTOR's performance.

The deduction against the contract for unacceptable services shall be calculated as shown on the Performance Requirements Summary (PRS) Chart. For services which require up to a specific maximum deduction per occurrence, the unacceptable instances that exceed the AQL is multiplied by the amount determined by Probation, which is not to exceed the maximum per occurrence on the PRS chart. For services which require up to a specific maximum deduction per day until rectified, the days of unacceptable performance is multiplied by the amount determined by Probation which is not to exceed the maximum per day on the PRS Chart.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by

Probation to be unacceptably performed.

/

/

/

/

/

/

/

/

/

/

/

/

/

ATTACHMENT B

PERFORMANCE REQUIREMENTS SUMMARY CHART

**PERFORMANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
SCOPE OF WORK: Contractors will develop a service plan which address the "Daily Required Services: and "Other Service Needs." 1) Contractor will hire tutors or who meet the minimum requirements and have received tutor training before they commence hiring. 2) Contractor will maintain accurate records and report weekly attendance, participation and academic achievement to Project Monitor. 3) Contractor will process timely submission of minor's service plan. 4) Contractor will provide one-on-one or in a group of up to five tutoring for a minimum of five (5) hrs. per week, up to eighty (80) hrs. per minor at TLC or site designated by Probation. 5) Contractor will provide a narrative report by the tenth working day of the month. Part A, 1.1	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence

PER
FOR

**MANANCE REQUIREMENT
SUMMARY CHART
OPERATION READ
ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
<u>Site Requirements:</u> Operation READ – consists of five (5) primary Literacy Tutoring Centers (LTC) that are located in specific areas (referenced in Part A, 2.1. Site requirements include: 1) Physical location will need to accommodate at least ten (10) minors for sufficient time to provide five (5) hours of after-school tutoring per minor (Part B, 2.1) 2) Office space with a telephone for the Program Monitor. (Part B, 4.1.6 and Part E, 3.1 and 3) All daily required services at LTC site. Part A, 2.1.1 & 2.1.2	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence
<u>Daily Services:</u> Tutoring & Literacy Assistance to include: 1) minimum of one (1) hour per session. 2) minimum of five (5) sessions per week or enough to give each minor five (5) hours per week. Maintain sign-in-sheets and provide attendance information to Project Monitor. Part A, 2.2	Written records for ensuring compliance by agencies.	Record investigation of agency to ensure compliance.	0%	1) Random sampling 2) Info from contractor reports 3) User and client complaints	Up to \$50 per occurrence

**PERFORMANCE REQUIREMENT
 SUMMARY CHART
 OPERATION READ
 ATTACHMENT B**

REQUIRED SERVICE	PERFORMANCE INDICATOR	PERFORMANCE STANDARD	MAXIMUM ALLOWABLE DEVIATION OF DEGREE FROM REQUIREMENT (AQL)	METHODS OF SURVEILLANCE	DEDUCTION FROM CONTRACT PRICE FOR EXCEEDING AQL
Quality Control Plan: Part A, 5.0	Site visit conducted by Probation staff.	Meet physical site requirements.	0%	1)100% Inspection Random Sample 2) User and client complaints	Up to \$100 occurrence
None of CONTRACTOR'S personnel shall have a criminal conviction record or pending criminal trial unless such info has been fully disclosed and employment of the employee for this program is approved (in writing) by Probation Dept. Part A, 3.7.1	Quality Control Plan & Records of its implementation.	Adhere to County requirements.	0%	100% Random sampling	Up to \$50 occurrence
Fingerprint CONTRACTOR'S current employees and prospective staff prior to employment. Submit names of employees to Contract Mgr. Within five (5) business days of date of hire. Part A, 3.7.5	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall reimburse COUNTY for record check. Part A, 3.7.6	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence
CONTRACTOR shall be in compliance with the Standard Terms and Conditions. Attachment A, 1.0-45.0	County/Contractor records.	Adhere to County requirements	0%	100% Random sampling	Up to \$50 occurrence

Attachment C

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you will have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

Attachment D

EMPLOYEES ACKNOWLEDGMENT OF EMPLOYER

I understand that _____ is my sole employer for purposes of this employment on this Project.

I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer _____ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____
Signature

DATE: _____

NAME: _____
Print

Copy must be forwarded by CONTRACTOR to County Worker's Compensation Division within five (5) business days.

C: Juanita Stanley

PROPONENT'S/OFFEROR'S EEO CERTIFICATION

 Proponent's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number
GENERAL

In accordance with Chapter 4.32, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

PROPONENT'S/OFFEROR'S CERTIFICATION

- | | | |
|----|---|----------|
| 1. | The proponent/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes No |
| 2. | The proponent/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes No |
| 3. | The proponent/offeror has system for determining if its employment practices are discriminatory against protected groups. | Yes No |
| 4. | Where problem areas are identified in employment practices, the proponent/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes No |

 Name and Title of Signer

Signature

Date

**COMPLIANCE WITH ADMINISTRATIVE CODE
SECTION 2.180.010**

The Los Angeles County Administrative Code Section 2.180.010 "Contracts Prohibited" sets forth the following:

SECTION 2.180.010 CONTRACTS PROHIBITED.

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

- (a) Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit making firms or businesses in which employees described in sub-section (a) serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of sub-section (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract of its service specification; and
- (d) Profit making firms or businesses in which the former employees described in sub-section (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

ATTACHMENT G

FIRM/ORGANIZATION INFORMATION FORM

INSTRUCTIONS: All proposers responding to this solicitation must return this form for proper consideration of the proposal. The information requested below is for statistical purposes only. On final analysis and consideration of award, vendor/contractor will be selected without regard to gender, race, creed, or color. Categories listed below are based on those described in 49CFR Section 23.5.

TYPE OF BUSINESS STRUCTURE: _____

(Corporation, Partnership, Sole Proprietorship, Etc.)

TOTAL NUMBER OF EMPLOYEES IN FIRM (including Owners): _____

CULTURAL/ETHNIC COMPOSITION OF FIRM (Partners, Associate Partners, Managers, Staff, Etc.). Please break down the above total number of employees into the following categories:

	Owners/Partners Associate Partners	Managers	Staff
Black/African American			
Hispanic/Latin American			
Asian American			
American Indian/Alaskan Native			
All Others			
<i>Based on the above categories, please indicate the total numbers of men and women in the firm:</i>			
Male			
Female			

PERCENTAGE OF OWNERSHIP IN FIRM Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/Latin American	Asian American	American Indian/ Alaskan Native	All Others
Men	%	%	%	%	%
Women	%	%	%	%	%

CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERANS BUSINESS

ENTERPRISES Is your firm currently certified as a minority, women-owned, disadvantaged or disabled veterans business enterprises by a public agency? (If yes, complete the following and attach a copy of your notice of certification.)

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

Agency _____ Expiration Date _____

FIRM NAME: _____

SIGNED: _____ DATE: _____

TITLE _____

**COUNTY OF LOS ANGELES
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM
(MINORITY, WOMEN, DISADVANTAGED AND DISABLED
VETERANS BUSINESS ENTERPRISES)**

The Los Angeles County Board of Supervisors at its meeting held on July 19, 1994, amended the Program to prohibit any person from knowingly submitting information with the intent of receiving certification and its concurrent benefit for which they are not entitled:

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
 - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a minority or women business enterprise, or both, for the purpose of this article.
 - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification or any entity as a minority or women business enterprise, or both.
 - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a minority or women business enterprise or both.
 - d. Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person or business in fraudulent obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates paragraph (1) shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor utilizing the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business suspension.

Applicant Signature

Title

Name of Firm

Date

**CERTIFICATION OF COMPLIANCE WITH
LOS ANGELES COUNTY LOBBYIST ORDINANCE
(COUNTY CODE CHAPTER 2.160)**

By submission of my proposal, I attest to a full understanding of the following statement:

Each person by submitting a response to this request for proposals (request for bids or other solicitation) certifies that such proposer (bidder) and each County lobbyist and County lobbying firm, as defined by Los Angeles County Code Section 2.160.010, retained by the proposer (bidder), is in full compliance with Chapter 2.160 of the Los Angeles County Code.

Furthermore, as a potential Contractor, I attest to a full understanding that future County contracts will contain language similar to the following:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

List names and telephone numbers of persons authorized legally to commit the proponent/contractor.

Date _____

Name of Firm _____

Title of Signer _____

Typed Name of Proponent _____

Signature of Proponent _____

PRINCIPAL OWNER INFORMATION FORM

Los Angeles COUNTY Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts provide directly to the District Attorney information concerning their "Principal Owners," that is, those natural persons who own an interest of 10 percent or more in the CONTRACTOR. For each "Principal Owner," the information which must be provided to the District Attorney is: 1) the Principal Owner's name, 2) his or her title, and 3) whether or not the CONTRACTOR has made a payment of any sort to the Principal Owner.

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW AS SOON AS POSSIBLE. CONTRACTOR CANNOT COMMENCE PROVIDING SERVICES UNTIL HE/SHE PROVIDES DOCUMENTATION CONFIRMING SUBMISSION OF THIS FORM. MAINTAIN DOCUMENTATION OF SUBMISSION.

In addition, bidders, proposers or CONTRACTORS must certify to the COUNTY department that they are in full compliance with the Program requirements by submitting the Child Support Compliance Program Certification along with the contract.

TO: District Attorney Bureau of Family Support Operations
Special Projects
P.O. Box 911009
Los Angeles, CA 90091-1009
FAX: (323) 832-7296 Telephone: (323) 832-7277

CONTRACTOR Name as Shown on Contract: _____
CONTRACTOR Address: _____

Telephone: _____ **FAX:** _____

COUNTY Department Awarding Contract: _____

Type of Goods or Services to be Provided: _____

Contract or Purchase Order No. (if applicable): _____

Principal Owners: Please check appropriate box. If box 1 is checked, no further information is required. Please sign and date the form below.

1. ☐ No natural person owns an interest of 10 percent or more in this CONTRACTOR.
2. ☐ Required principal owner information is provided below. (Use a separate sheet if necessary.)

	Name of Principal Owner	Title	Payment Received From CONTRACTOR	
			[YES]	[NO]
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____

I declare under penalty of perjury that the foregoing information is true and correct.

By: _____ **Date:** _____

(Signature of a principal owner, an officer, or manager responsible for submission of the bid or proposal to the COUNTY.)

(Print Name) _____ (Title/Position) _____

CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the COUNTY to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders, proposers or CONTRACTORS for COUNTY contracts submit certifications of Program compliance to the Probation Department along with their contract. (In an emergency procurement, as determined by the Probation department, these certifications may be provided immediately following the procurement).

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE PROBATION DEPARTMENT ATTACHED TO YOUR SIGNED CONTRACT. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW.

I (print name) _____, hereby submit this certification to the County of Los Angeles Probation Department pursuant to the provisions of COUNTY Code Section 2.200.060 and hereby certify that (CONTRACTOR name as shown on contract) _____ located at (CONTRACTOR address) _____ is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b), and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing information is true and correct.

Executed this _____ Day of _____
(Month and Year)

at: _____
(City/State) (Telephone No.)

by: _____

(Signature of a principal owner, an officer, or manager responsible for contract.)

Original to: (attached to signed contract)	Karen Reed, Contract Analyst Contracts Management Division Probation Department 9150 E. Imperial Hwy, Room C-29 Downey, CA 90242	Copy to: District Attorney Bureau of Family Support Operations Special Projects P.O. Box 911009 Los Angeles, CA 90091-1009 FAX: (323) 832-7296 Phone: (323) 832-7277
--	--	--

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proponents shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment openings if they meet the minimum qualifications for the openings. Additionally, Proponents shall attest to a willingness to provide employed GAIN participants to access the Proponent's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proponent's shall complete, sign, and return with their proposal this form. Proponent's who are unable to meet this requirement shall not be considered for contract award.

Proponent shall complete all of the following information, sign where indicated, and return this form with its accompanying response to the Request for Proposals:

- A. Proponent has a proven record of hiring GAIN participants.

Yes _____ No _____
(subject to verification)

- B. Proponent is willing to consider GAIN participants for any future employment openings if the GAIN participant meets the minimum qualifications for the opening. "Consider" being understood as, vendor is willing to interview qualified GAIN participants

Yes _____ No _____

If Yes, state the name, address, and telephone number of the person whom the COUNTY may contact to refer GAIN Participants: _____

- C. Proponent is willing to provide employed GAIN participants access to its employee mentoring program, if available.

Yes _____ No _____ N/A _____
(program not available)

PROPONENT

Type or print name of firm

By _____

Type or print Name

Type or print Title

Chapter 2.203 CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$45,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence two or more months after the effective date of this chapter. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence two or more months after the effective date of this chapter. (Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 1. Has ten or fewer employees during the contract period; and,
 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM APPLICATION FOR EXCEPTION AND CERTIFICATION FORM

The County's solicitation for this contract/purchase order (Request for Proposal or Invitation for Bid) is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program) (Los Angeles County Code, Chapter 2.203). All bidders or proposers, whether a contractor or subcontractor, must complete this form to either 1) request and exception from the Program requirements or 2) certify compliance. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the bidder or proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation for (Type of Goods or Services):		

Complete Part I or Part II below, as appropriate.

Part I – Application for Exception From the Program

I request an exception from the Program for the following reason(s) (check the appropriate box(es) and attach documentation that supports your claim):

- ☐ My business does not meet the definition of “contractor, “ as defined in the Program, because my business has not received an aggregate sum of \$45,000 or more in any 12-month period under one or more County contracts or subcontractors (this exception is not available if the contractor/purchase order itself will exceed \$45,000 in any 12-month period). I understand that the exception will be lost and I must comply with the Program in my revenues from the County exceed an aggregate sum of \$45,000 in any 12-month period.
- ☐ My business is a small business as defined in the Program. It 1) has 10 or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exemption will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“Dominant in its field of operation” means having more than 10 employees, including full-time and part-time employees, and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its filed of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that filed of operation.

- ☐ My business is subject to a Collective Bargaining Agreement (attachment agreement) that expressly provides that it supersedes all provisions of the Program

OR

Part II – Certification of Compliance

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name: _____ **Title:** _____

Signature: _____ **Date:** _____

**Internal Revenue Service
Notice 1015**

(Rev. October 2001)

ATTACHMENT N

Have You Told Your Employees About the Earned Income Credit (EIC)?

What is the EIC?

The EIC is a refundable tax credit for certain workers.

A change to note. Workers **cannot** claim the EIC if their 2001 investment income (such as interest and dividends) is over \$2,350.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate.

Note: You are encouraged to notify each employee whose wages for 2001 are less than \$32,212 that he or she maybe eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give W-2 and do so in time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given in time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2002.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on any employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-929-3676. You can also get the notice from the IRS Web Site at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2001 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596**, Earned Income Credit.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2002 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2001 and owes no tax but is eligible for a credit of \$791, he or she must file a 2001 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

Notice 1015
(Rev. 10-2001)

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allow parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How des it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and

safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child show no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

results in the baby's death. Because of the **Safely Surrendered Baby Law**, this tragedy doesn't ever have to happen in California again.

A baby's story.

AT 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernadine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allow other people to bring in the baby if they have legal custody..

Does the parent have to call before bringing in the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) deliver their baby, they are free to

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not to go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infant. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it